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The Solicitors' Journal

[Established 1857.] [Registered as a Newspaper.]

VOL. LXXVII. No. 11 [Pages 185 to 204]. Saturday, March 18, 1933.

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The Solicitors' Journal

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Current Topics.

Is the Grand Jury Doomed ?

GOING back a long way in our national history and playing in the past a notable part in the administration of justice, it looks as if the days of the Grand Jury were numbered in view of the recommendation of the Committee appointed some time ago by the Lord Chancellor to consider the state of business in the courts. The members of that Committee—a very representative body—appear to be unanimous in proposing the abolition of the Grand Jury, save in the case of the Middlesex Grand Jury, which is summoned on the rare occasions when some State trial calls for its collaboration in the presentment. The reasons for and against the retention of the Grand Jury at assizes and quarter sessions have been formulated again and again. What can be said in favour of its retention ? This, that it links us on to the old days, when public opinion was for the most part inarticulate, between the Crown and the individual harassed for some alleged political offence ; further, that it keeps the members who compose it at assizes in touch with the law and its administration by giving them a part in deciding whether an accused person shall be put upon his trial or not. On the other side, it is pointed out that nowadays, with the much more efficient education of the magistrates upon whom devolves the duty of deciding whether there shall be a committal or not, there is not the same necessity of interposing the Grand Jury between them and the assize or quarter sessions court. This, of course, is obvious in London with its well-equipped police court magistracy, and it is equally so in the larger towns which have stipendiary magistrates. A few of those who are summoned to serve on the Grand Jury may enjoy the experience, but probably the majority dislike it as an unnecessary interference with their business activities which, especially in these days of commercial depression, need their constant attention. The fact, however, that the Committee, presided over by the Master of the Rolls, has recommended the abolition of this venerable institution by no means necessarily involves that the proposal will receive its quietus in the immediate future. The like proposal was made by the Committee presided over by the late Lord ST. ALDWYN twenty odd years ago, and although their recommendation was given effect to during the war years, the Grand Jury renewed its vigour when peace was restored.

A Child's Religion.

In *Re Borwick's Settlement* (77 SOL. J. 197), BENNETT, J., had to consider a condition in a settlement providing that, if before the time of vesting of certain beneficiaries' shares, at the age of twenty-one years, any of them should become Roman Catholic, a moiety of the interest in such case should be forfeited. He held this condition bad because, if the father was or became a Roman Catholic, it might restrain him from the free exercise of his right to bring up his children in his own religion. This right is one deemed for the benefit of the child, and was so much stressed in *Re Carroll* [1931] 1 K.B. 317, that an illegitimate child was sent by the Court of Appeal (dissentient GREER, L.J.) to a Roman Catholic institution in preference to adoption by a well-to-do Protestant couple, as their own child. So far as adults are concerned, however, it has been held that a testator, and therefore presumably a settlor, can validly make a condition as to the beneficiary adopting or rejecting a particular religion, see *Hodgson* v. *Halford* (1879), 11 C.D. 959, following *Re Dickson's Trusts* (1850), 1 Sim. (N.S.) 37. If the present decision is correct, presumably testators who desire to make a condition as to the religion of their beneficiaries must see that their gifts vest after the attainment of majority. It is perhaps somewhat difficult to understand why the religion imposed upon a child by a parent should be sacrosanct, while an adult, of maturer judgment, should be placed in the dilemma of choice between temporal benefit and spiritual safety. Some individuals are so happily constituted that, like the Vicar of Bray, and certain Royal maidens who marry Crown Princes, their path of spiritual duty and the way of temporal glory lie in the same direction, but it is not everybody who has such advantages. If a testator or settlor is minded to benefit persons of his own religion only, our law does not purport to fetter his liberty in carrying out his wish, but the above case does seem to curtail it. Probably, however, an experienced conveyancer could deal with it as, long since, he avoided the veto on a penal rate of mortgage interest when payment was delayed. Possibly also in some future case a strong court will find that a particular parent is no more than a pawn in a religious faction fight between two sects, and that the views expressed on his or her behalf are merely those of the persons behind him or her conducting and financing the case.

Building Subsidies.

THE conditions under which subsidies are granted to builders under the Housing Acts are, as Mr. Justice MAUGHAM stated in *Burnham-on-Sea Urban District Council* v. *Channing and Osmond* (*The Times*, 17th February), of some importance to the public. In that case the plaintiff council sought to recover three sums of £75 each paid to the defendants by way of subsidies pursuant to the Housing, etc., Act, 1923, and the Housing (Financial Provisions) Act, 1924. Section 2 (4) of the former statute provides that assistance under that section may be made subject to such conditions as the local authority may, with the approval of the Minister, impose, including a

condition that during such period as may be specified by the local authority the house shall not be used otherwise than as a separate dwelling-house, and no addition thereto or enlargement thereof shall be made without the consent of the local authority. In the defendants' original application for assistance the selling price, including the subsidy, was stated to be £625, and the rental 14s. a week. Later the defendants were granted a certificate of qualification of the subsidy, containing a condition that the selling price or value of each house should not exceed £550 or, together with the subsidy, £625, and the rental should not exceed 14s. a week. After this the defendants sold a house for £550, with a further £80 for extras, the taking of which the purchaser said the vendor made a condition of purchase of the house. Later the defendants were granted two further sums of £75 each with regard to two semi-detached cottages, ultimately sold for £672 15s. and £650, and completely sold with all the items on which the value of £80 was placed, the sum of £22 15s. being admitted to be *bona fide* extras. The present action for recovery of the sums paid by the local authority had been advised by the Ministry of Health. Mr. Justice MAUGHAM held that the conditions which local authorities could impose referred to price as well as quality, and stated that, if a builder could build a house at the price stipulated in a condition and sell it for more, the builder would pocket the subsidy and the working classes get no benefit at all. His Lordship held, therefore, that there had been a breach of contract, and gave judgment for the plaintiffs, with costs.

Trading under an Adopted Name.

The present day "passing off" action seldom attracts any public notice, and still less raises any question of law, for it usually takes the form of a motion for an injunction to restrain the use of the trade name of some well-known proprietary article. In such cases *res ipsa loquitur*, and there being no defence, the result is either an undertaking or a perpetual injunction. A certain brand of lubricating oil is a household word in this connection. But a case of alleged passing off under the name of the firm is somewhat different, as there is often a good defence to the claim. In *Jay's Ltd.* v. *Jacobi* (77 SOL. J. 176), the plaintiff company, an old-established London firm in the drapery and dressmaking business, brought an action to restrain the defendants from carrying on a comparatively small ladies' costumiers business in Hove, under the name of "Jays," and as neither of the two partners' real name was Jay, it might appear at first to be a case of passing off. The defendant MRS. FAY JACOBI, however, had been employed for many years by another firm in the dressmaking business at Brighton, in which she had risen from assistant to manageress. As such she had become known to everybody concerned, staff and customers, as "Miss Jay." She was entitled to adopt the name for business purposes, and when in 1931 the firm which employed her was wound up, she went into partnership with another lady and in order to preserve the goodwill she had acquired in her adopted name, traded as "Jays," complying however with the regulations of the Registration of Business Names Act, 1916. EVE, J., before whom the action came, held that the claim failed, on the ground that there was no suggestion that the shop was a branch of the plaintiff's business, or the goods their goods. The defendant JACOBI had acquired by reputation the name of "Jay," and was entitled to trade under it, even though the similarity of the name might possibly lead to confusion with the plaintiffs: *Massam* v. *Thorley's Cattle Food Co. Ltd.*, 14 Ch. D. 748, per BRAMWELL, L.J. And in *John Brinsmead and Sons Ltd.* v. *Brinsmead*, 30 R.P.C. 137, the defendant STANLEY BRINSMEAD, who had gone into the piano business, was allowed to make and sell them under his full name, there being little risk of confusion as the pianos he made were of a much cheaper class than those of the plaintiffs. Any "passing off" proved was done, not by the defendant, but by unscrupulous dealers, some of whom sold pianos at £10, bearing the name "Stanley Brinsmead" as genuine "Brinsmead" pianos. In the present case the learned judge thought there would not even be any risk of confusion, as the two names "Jay's Ltd.," and "Jays" were not the same, and the two businesses catered for entirely different classes of customers, at any rate so far as their means were concerned. Though the matter had been under the plaintiff's notice for nearly two years, they were unable to adduce any evidence of confusion or mistake between the two businesses. The case is a useful illustration of the limits of the doctrine of passing off.

The Pharmacy and Poisons Bill.

INTRODUCED again into the House of Lords and welcomed there as an "agreed" measure, this Bill passed its second reading without much discussion and in an atmosphere that seemed very favourable. So does history repeat itself! The same measure—for the alterations made since last year are comparatively small—passed the House of Lords in very much the same style, but when it reached the Commons stormy weather was speedily encountered, and ultimately opposition became so strong that it perished in the massacre of "innocents." It will be interesting to see what reception the Bill will get this time in the House of Commons. Last year the strongest opposition was aroused by the proposal to let loose a new army of inspectors, and to establish what virtually amounted to a new department in Whitehall to control the sale of poisons. We notice that this feature still remains; and it may well be that members of the House of Commons will hesitate to accept any such measure in view of the existing economic stringency and the need for diminution rather than extension of bureaucratic powers. What we find it difficult to understand is why Pt. I of the Bill, which deals with the domestic affairs of the Pharmaceutical Society could not be passed alone without having the rest tacked on to it. Surely the Society would be well advised to press for that? The recently published official report on the sale of poisons shows quite clearly that the "doping" trade (which was the principal argument used to press forward the Bill last time) has been practically wiped out in Great Britain. Why then disturb the existing law, and why more inspectors?

Income Tax on Stud Farm Profits.

FEES received for the services of stallions at a stud farm are assessable under Sched. B of the Income Tax Act, 1918, in respect of the occupation of land, but not under Sched. D as "profits," either under Cases I or VI. Such was the judgment of the House of Lords in *Lord Glanely* v. *Wightman* (*Inspector of Taxes*), reported in *The Times*, 15th March. The Special Commissioners, ROWLATT, J., and the Court of Appeal (ROMER, L.J., dissenting) had taken the opposite view. The appellant, who owned two stud farms of about 900 acres together, advertised his stallions, with the fees charged for each, in the *Racing Calendar* and other sporting newspapers. As it was impracticable to send thoroughbred stallions about the country, the mares of other owners were served on the appellant's farm. It was the practice for such mares, which came from various parts of the country and from Belgium, France and Germany, to remain on the farm for about four months, and payment for their keep was received in addition to the fees. Lord BUCKMASTER, who delivered the judgment of the House, observed that it was not disputed by the Crown that the occupation of the land as a stud farm was an occupation within the meaning of Sched. B. The use of the stallion on the farm could not be taxed under Sched. D unless it could be said that it constituted something distinct and separable from the purposes of the occupation. The learned lord expressed himself as unable to accept that view, and in the result the House allowed the appeal and ordered the assessments made on the footing that Sched. D was applicable to be discharged. Among the cases cited in support of the proposition that an opposite conclusion was dictated by authority, the following

may be mentioned. In *Earl of Derby* v. *Aylmer* (*Surveyor of Taxes*) [1915] 3 K.B. 374, ROWLATT, J., held that a stallion which earned fees for the owner of a stud farm by serving mares belonging to others was not "plant" within the meaning of s. 12 of the Customs and Inland Revenue Act, 1878, nor was the annual decrease in the value of the animal attributable solely to the effluxion of time a diminution in its value "by reason of wear and tear" within the meaning of the same section. That case, Lord BUCKMASTER said, afforded no help. The most important authority was *Malcolm* v. *Lockhart* [1919] A.C. 463, where the House of Lords held that fees earned by the employment of a stallion in serving mares belonging to others away from its owner's farm were assessable under Sched. D. The Court of Appeal of Ireland held in *McLaughlin* v. *Bailey* (1920), 7 Tax Cas. 508, that tax under Sched. D was payable where mares belonging to other persons were served on the farm of the stallion's owner on the ground that the basis of the decision in *Malcolm's Case* was the fact that the mares belonged to others and not that they were served outside the farm. The new decision indicates this view to have been wrong, and *McLaughlin* v. *Bailey* must now be taken to have been overruled.

The Minister of Health and Compensation for Slum Clearance.

THE Minister of Health has recently issued a statement which contains his views on the subject of compensation for the acquisition of land in a clearance area. The position is that, when such land is compulsorily acquired, the compensation payable is only the site value less a considerable proportion of that value if the land is to be used for the re-housing of persons of the working classes. The Minister takes the view that, as the basis of compensation was settled in 1919, proposals for the alteration of this basis fall under the main objection, that property has, for the last thirteen years, been bought and sold in the knowledge of the existence of this basis. It was, in fact, in 1919 that the value of slum property was decreased, and to amend the terms of compensation then fixed in the direction of giving a higher amount to the owners is to make a gratuitous present to them. This, of course, does not deal with the real point. It takes no notice of those owners whose property has not changed hands since 1919. It allows of no differentiation being made between those owners who have kept their property thoroughly sound, apart from its environment, and those who have let their property fall into decay, on which point Mr. NEVILLE CHAMBERLAIN, who was then Minister of Health, in February, 1926, said: "It is unfair that no compensation should be given to an owner who has recently spent money on his property and is treated no better than his neighbour who perhaps has done nothing to his houses." It fails to take notice of the many cases in which the leaseholder, whether rightly or wrongly in law, obtains no compensation whatever for his interest. It fails to explain what Lord DUNEDIN has called the "extraordinary and flagrant injustice" of taking away from a man his land and property at a price which is diminished below even the value of the land alone by reason of the fact that the acquiring authority are going to use the land for a particular purpose which is of no benefit or interest to the dispossessed owner. It fails also to mention that, for the purposes of death duty, the Government Valuation Department refuse to assess the property at less than market value unless the property is actually scheduled, notwithstanding the fact that it is well known that a scheme is under consideration. Finally, it makes no attempt to deal with the contention that the proper basis of compensation should be the market value, the condition of the buildings being taken into account and compensation varied accordingly. It is, in fact, a little difficult to believe that the Minister himself is genuinely convinced of the soundness of the argument contained in the statement.

Criminal Law and Practice.

EXTRADITION WITHIN THE EMPIRE.

AT p. 127, *ante*, we gave an outline of the extradition procedure to and from foreign countries. Its complement, between the Dominions and Posessions of the British Empire, is the return of "fugitive offenders," to use the correct term of art, from one part of the Empire to another. This process is not, technically, known as extradition, and the Acts which regulate it are entitled the Fugitive Offenders Acts. The principal Act is that of 1881. The Fugitive Offenders Act of 1915 merely gives power to extend the Act of 1881, by Order in Council, to any place or group of places over which His Majesty extends his protection. Whether this would be held to include mandated territories it is difficult to say. The supreme Court of Uruguay declined to treat mandated territories as British colonies or possessions within the British Treaty with that country (Annual Digest, 1927-1928. Case No. 27).

The Fugitive Offenders Acts are more comprehensive and simple than the Extradition Acts, as might from the nature of the case be expected. There are many diversities in the law within the British Commonwealth of Nations, but they are fewer and easier of adjustment than the differences between the law of England and that of foreign countries. The system works more effectively also because the general conceptions of what constitutes "evidence," in the sense of what may or may not be admitted as relevant, are common to the great majority of the jurisdictions concerned. One of the two great stumbling blocks in the system of extradition is the difference of view upon this highly technical matter (see an article by the present writer in *The Journal of Comparative Legislation and International Law* for February last).

A fugitive from justice may be returned from one part of His Majesty's Dominions to another where he is accused of treason or piracy, or any other offence "whether called felony, misdemeanour, crime, or by any other name, which is for the time being punishable in the part of His Majesty's Dominions in which it was committed, either on indictment or information, by imprisonment with hard labour for a term of twelve months or more, or by any greater punishment." "Rigorous imprisonment, and any confinement in a prison combined with labour by whatever name it is called, shall be deemed to be imprisonment with hard labour." There is no definition of "information" in the Act; it is suggested that, linked with "indictment" as it is, it refers only to informations filed by the Attorney-General or the Master of the Crown Office in the King's Bench Division or to similar procedure in British Dominions and Colonies, and does not include informations laid before justices for offences punishable on summary conviction. The point has never been, and is unlikely to be taken.

A fugitive offender may be apprehended under an endorsed warrant or a provisional warrant. Where a warrant has been issued in one part of the Empire, a judge of a superior court of any other part "in or on the way" to which the fugitive is or is suspected to be, may endorse the warrant, whereupon it becomes operative in that other part. Powers of so endorsing warrants are also conferred upon a Secretary of State and one of the magistrates of the Bow-street Police Court in England, and the Governor of any British Possession in that Possession.

Any magistrate may issue a provisional warrant. He must, in England, report its issue to the Secretary of State.

A fugitive arrested on a provisional warrant may be remanded from time to time for the production of an endorsed warrant. When he is brought before a magistrate the latter has the same jurisdiction and powers "as near as may be" as if the accused were charged with an offence committed within his jurisdiction. These powers, of course, extend only to committal, and not to trial and punishment. The evidence to

justify committal must be such as, "according to the law ordinarily administered by the magistrate, raises a strong or probable presumption that the fugitive committed the offence mentioned in the warrant."

The fugitive committed has the right of appeal by way of application for *habeas corpus* and must be informed of this right.

Depositions and copies of depositions, whether taken in the absence of the fugitive or otherwise, and official certificates of or judicial documents stating facts, are, if duly authenticated, admissible evidence in proceedings under the Fugitive Offenders Acts, but not at his trial (unless otherwise lawfully admissible).

The jurisdiction in England to commit for return to another part of the Empire is exercised only by a magistrate of the Bow-street Police Court.

Where an offender has fled from the United Kingdom to another part of the Empire the prosecutor should apply to the Secretary of State for the Home Department. Direct applications are not excluded by the law, but difficulties are likely to arise which can be avoided by acting through the Government department.

The application must be accompanied by particulars and documents similar to those supplied on an application for extradition from a foreign country (see p. 127, *ante*).

Champertous Agreements by Solicitors.

THE words "champerty" and "maintenance" have even for most members of the legal profession a tinge of mediævalism, something not often to be met in modern days like "wager of law." The average text-book dismisses the subject with, at the most, a couple of pages, thus adding to the impression that they are more of a curiosity than a matter for practical consideration. The real importance of the subject to all solicitors was recently shown by an important decision of the Court of Appeal.

Champerty is a ground for both civil and criminal proceedings, though there are so few cases of the latter being taken in modern times that many people, regarding it merely as an obscure branch of the law of contract, are quite surprised to learn that it is a crime. The Solicitors Act, 1932, thus deals with the subject in s. 63 (1): nothing in the Act shall give "validity to

"(i) any purchase by a solicitor of the interest, or any part of the interest, of his client in any action, suit, or other contentious proceeding; or

"(ii) any agreement by which a solicitor retained or employed to prosecute any action, suit or other contentious proceeding stipulates for payment only in the event of success in that action, suit or proceeding."

This states very plainly the law as it concerns solicitors, and in this it merely repeats the words of a number of previous statutes. Any contravention of this section may have very unpleasant consequences for the solicitor; for instance, if he agrees to act for a plaintiff under a champertous agreement he may thus render himself personally liable for the costs of the defendants: see *Danzey* v. *Metropolitan Bank of England and Wales*, 28 T.L.R. 327.* Again, in a more recent case still, it was decided that a champertous agreement by a solicitor varying the original retainer will prevent the recovery of costs under that retainer: *Wild* v. *Simpson* [1919] 2 K.B. 544; 63 SOL. J. 625. In addition, it has been laid down in *Wood* v. *Downes*, 18 Ves. 120, and reiterated many times since, that a solicitor may not purchase the subject-matter of a suit in which he is engaged.

Having thus glanced at the general principles of the law of champerty as it affects solicitors, we now come to consider the most recent authority on the subject, i.e., *Haseldine* v. *Hosken*, 49 T.L.R. 254. This case raised a number of points of the first importance to all practitioners, and is an instance of the way in which even an experienced solicitor may unwittingly enter into a champertous agreement. The facts, shortly stated, were as follows:—

The plaintiff had acted as solicitor for B, who was abroad, in an action against S. At a very early stage in that action an order was made for £30 security for costs against B. After some discussion with B's agent, the plaintiff himself found security for the costs. At a later date he made an agreement by letter with B, by which he agreed to make no charge against B for carrying on the action in return for 40 per cent. of the amount recovered by B, the minimum payment to be £500. In addition B was not to settle or compromise the suit without the plaintiff's consent.

B lost his action, and S, having failed to recover anything from him, brought an action against the plaintiff for damages for champerty. This action was settled by the payment of £950. The plaintiff then brought the present action, claiming to be indemnified under a solicitor's indemnity policy. Swift, J., held that the plaintiff was honestly in ignorance that the agreement was illegal, and that it was an error of judgment covered by the policy; he, therefore, found for him accordingly. The defendant thereupon appealed.

It is interesting at this point to consider the terms of this policy, as it is one which is well-known to many members of the profession. The plaintiff was insured by the policy against any claims made against him "by reason of any neglect, omission, or error whenever or wherever the same was or may have been committed on the part of the firm or their predecessors in business or any person now or theretofore employed by the firm or their predecessors in business or hereafter to be employed by the firm during the subsistence of this policy in or about the conduct of any business conducted by or on behalf of the firm or their predecessors in business in their professional capacity as solicitors."

The Court of Appeal (Scrutton, Greer and Slesser, L.JJ.), however, took the view that as champerty is a criminal offence, the policy did not cover damages recovered against the solicitor for it; to insure against the results of one's crime being contrary to public policy. They held that this was not an "error" within the meaning of the terms of the policy. The mistake was one of law, not in the practice of law, and as a man is presumed to know the law, *a fortiori* a solicitor should. It was no defence that the solicitor had acted honestly and as he believed for the best, nor that he was in fact ignorant of this comparatively little known part of the law. In their judgment the real purpose and validity of such a policy is to cover errors in conveyancing or negligence in the conduct of a suit.

It was somewhat ingeniously argued for the plaintiff that insurance against the consequences of one's crime is legally possible, the instances given being cases of motorists' insurance. The cases upon which the plaintiff relied were *Tinline* v. *White Cross Insurance Association* [1931] 3 K.B. 327, and *James* v. *British General Insurance Co.* [1927] 2 K.B. 311. In each of these the plaintiff, a motorist, had succeeded against an insurance company in a claim under a policy consequent upon a motoring fatality in which he had been held to be criminally liable.

Scrutton, L.J., in his judgment, distinguished between this class of case and champerty. He said that it was a matter of intention. The motorist has no intention at all of doing the act which results in the crime, but the solicitor who makes a champertous agreement knows that he is making an agreement even if he does not realise its illegality. Furthermore, the case of the motorist is made even more a special one by the recent introduction of compulsory third party insurance. In concluding his remarks on these motoring cases the learned lord justice said: "With regard to both those cases, in the view that I take of the facts of this case they

* This case was discussed in 56 SOL. J. 436.

do not affect this case, and I do not think it necessary and I do not intend to express any opinion as to whether I should follow them if they came before me in a case where it was necessary to consider them." Greer, L.J., expressed himself in similar terms.

This case is of great practical importance, for it shows how a solicitor of experience may find himself involved in a champertous agreement without realising his position. That many solicitors might find themselves at any day in a similar position is more than probable. Though the Court of Appeal expressed surprise that a solicitor should be ignorant of this branch of the law, it is very questionable whether in fact many are as thoroughly conversant with it as they should be.

Champerty is a subject which has been much neglected in the past, and the dangers of so doing have now been shown.

The Foreign Judgments (Reciprocal Enforcement) Bill.

THE above Bill was recently introduced into the House of Lords by the Lord Chancellor, in the expectation and hope that it will pass through Parliament unopposed. In November 1931 he had appointed a Select Committee to consider (1) what provisions should be inserted in conventions made with foreign countries for the mutual enforcements of judgments on a basis of reciprocity; and (2) the legislation necessary or desirable for the purpose of enabling such conventions to be made and become effective, or to secure reciprocal treatment from foreign countries. This Committee made its report in December last, and, by way of assistance to Parliament, produced a model which should be recorded as a noteworthy precedent. For not only did it draft a Bill to carry out its recommendations (Annex 1 to the Report) but it also added draft conventions with Belgium, France, and Germany to complete the scheme with those countries, and a set of rules under the Bill. The precedent of framing a Bill to legalise recommendations made is not of course entirely new, for, at Lord Haldane's request, the Select Committee on Crown Proceedings did the same. The Crown Proceedings Bill has mysteriously disappeared, those who have hidden its corpse presumably hoping that the public will forget all about it. The present Bill has a much better chance of survival and quick passage.

Briefly, its object is to redress a legitimate grievance of English traders and others, who find foreign judgments enforced here against them and their assets in this country, but are denied similar remedies to implement English judgments against their foreign debtors. The assumption of our courts is that a foreign judgment against an English subject constitutes a legal debt, for which the usual remedies are given. One of the earliest cases in which this proposition was laid down was *Dupleix* v. *De Roven* (1705), 2 Vern. 540. The debt under a French judgment being regarded as one of simple contract, it was held that the Statute of Limitations applied to it. In *Grant* v. *Easton* (1883), 13 Q.B.D. 302, the Court of Appeal held that the debt constituted by a foreign judgment was one to which O. XIV would apply. Certain limits have, however, been laid down as to the enforceability of such judgments, and will be found set forth in *Re Macartney* [1921] 1 Ch. 522. In that case a judgment was obtained in Malta on a cause of action which was not only unknown to our courts, but was against the formulated rules regarding our public policy.

The Committee found that, with the possible exception of the United States, the treatment of British judgments in foreign countries was very different from that accorded in the United Kingdom to foreign judgments. In some places, where the legal codes in force provided for recognition of judgments pronounced elsewhere on reciprocal conditions, advocates appearing for English plaintiffs had very great difficulty in persuading the judges that the procedure under O. XIV was not a re-trial of the issue on the merits. Were it so, of course, the foreign plaintiff would succeed on his English judgment, not on that in his own country, and the case would have been tried twice over—a result which governments both here and abroad are anxious to avoid if possible.

So far as the British Empire is concerned, the reciprocal machinery for enforcing judgments exists in Pt. II of the Administration of Justice Act, 1920, ss. 9-14. The principle is that a dominion or colonial judgment can be registered as such in the corresponding English court and enforced as a judgment of that court, in cases where such dominion or colony gives similar facilities for the enforcement of English judgments. When the last right is ensured, the reciprocity comes about by Order in Council. Such orders have been made in reference to a considerable number but not all of our dependencies.

The Bill recommended by the Committee, as presented by Lord Sankey, provides that judgments given in the superior courts of any foreign country, in which His Majesty is satisfied that there is substantial reciprocity of treatment in respect of judgments of our own superior courts, may be registered in the High Court here. Clause 4 provides that such judgments may be set aside on application by any party against whom they are registered on various specified grounds, such as the fact that the applicant had not received sufficient notice of the foreign proceedings to defend them properly, or that the judgment was obtained by fraud. Another ground would be that enforcement of the judgment would be contrary to our public policy, according to the principle laid down in *re Macartney, supra*. Provision is also made to suspend registration in view of appeal from the decision of the original court, and to forbid enforcement of a foreign judgment, otherwise than through the machinery of the Bill. By cl. 7, the Bill may, by Order in Council, be applied to any portion of His Majesty's Dominions outside the United Kingdom, in which case Pt. II of the Administration of Justice Act, 1920, shall, if previously effective in such portion, cease to be applied there. Part II of the 1920 Act and Pt. I of the present Bill appear to be very similar, in effect, but the Bill may represent some little advance on the Act, due to experience of its working. Clause 9 of the Bill is of considerable importance. It provides that, in respect of countries where recognition of the judgments given in our courts is substantially less favourable than the recognition of the judgments in the courts of such countries accorded by ours, His Majesty in Council may direct that no proceedings shall be entertained in our courts for the recovery of any sum due under a judgment in any court of those countries. The Committee hope that in practice this provision will not be used, but deem its insertion advisable as in the nature of a weapon in reserve to induce foreign nations to enter into conventions with this country under the Bill. For the purposes of the Bill there is no definition of a "Superior Court" of a foreign country, the matter being left to the appropriate Order in Council. In the draft Orders prepared by the Committee, the Superior Courts of France and Belgium are deemed to be the Court of Cassation, all Courts of Appeal, all Tribunals of First Instance, and all Tribunals of Commerce. The Superior Courts of Germany are defined as the Landgerichte, the Oberlandesgerichte (including the Kammergericht), the Reichsgerichte and the Bayerisches Oberstes Landesgerichte.

Since out present recognition of foreign judgments and enforcement of them under O. XIV, is hardly less effective than registration under the Bill, its chief effect will be to ensure the rights of British subjects against defaulters resident and domiciled abroad. The latter will, if subjects of a country with which the reciprocal conventions have been made, no longer be able to repudiate obligations to our traders, but will be liable to suffer process to satisfy British judgments against their assets in their own countries. For nations with which no

convention is made, the previous law as laid down in *Grant* v. *Easton*, *supra*, will presumably still apply, except those in respect of which, in pursuance of the powers conferred by cl. 9 of the Bill, an Order in Council has been made against enforcing their judgments.

The general effect of legislation enforcing foreign judgments is that the same issue is not tried twice over in the courts of two countries, a manifest saving of time and trouble where one country can trust the tribunals of another. It should also help to frustrate certain dishonest foreigners who are quite ready to sue their English debtors, but not to pay their English creditors. To this extent the conventions under the Bill should, like extradition treaties, help to frustrate that very undesirable person, the international "crook." Presumably a convention could be made with the United States of America, for the need of a convention with each of the forty-eight component States would indeed be a troublesome matter.

Costs.

CONVEYANCING CHARGES.

A BRIEF review of the present allowances in respect of conveyancing matters may be of interest.

The basis of conveyancing charges is contained in the General Order, 1882, made pursuant to the Solicitors' Remuneration Act, 1881. The fees set out in the scales contained in the General Order were increased as from the 1st December, 1932, by General Order, 1932, in respect of all business undertaken after that date. Any business undertaken prior to the 1st December, 1932, will be remunerated on the scale allowances with the addition of 33⅓ per cent., notwithstanding that the greater part of the work may be done after that date.

Including the 20 per cent. increase, the scales contained in Sched. I, Pt. I, of the General Order, 1882, relating to completed conveyancing matters, may be summarised as follows:—

Purchaser's and vendor's solicitors for negotiating a sale, for the first £3,000 of the consideration, 24s. per cent.; between £3,000 and £10,000, 12s. per cent.; and between £10,000 and £100,000, 6s. per cent.

Mortgagee's solicitors for negotiating a loan, for the first £3,000, 24s. per cent.; between £3,000 and £10,000, 6s. per cent.; and between £10,000 and £100,000, 3s. per cent.

Mortgagor's solicitors for negotiating a loan, half the scale applicable to the mortgagee's solicitors.

Vendor's solicitors for deducing title and perusing and completing conveyance; mortgagor's solicitors for deducing title and perusing and completing mortgage; purchaser's solicitors for investigating title and preparing and completing conveyance, and mortgagee's solicitors for investigating title and preparing and completing mortgage—for the first £1,000 of the consideration, 36s. per cent.; between £1,000 and £3,000, 24s. per cent.; between £3,000 and £10,000, 12s. per cent.; and between £10,000 and £100,000, 6s. per cent.

Vendor's solicitors for conducting a sale by public auction, where the property is sold at the first auction, for the first £1,000 of the consideration, 24s. per cent.; between £1,000 and £3,000, 12s. per cent.; between £3,000 and £10,000, 6s. per cent.; and between £10,000 and £100,000, 3s. per cent. Where the property is unsold the solicitor will be entitled to charge half these fees calculated on the reserve price, but only if the property is subsequently sold either by auction or by private treaty, for Sched. I is applicable only to completed transactions, so that if the sale is not subsequently completed then the charges in respect of the abortive auction will have to be charged in detail according to Sched. II of the Order.

Moreover, only the first auction will be charged according to the scale, any subsequent abortive auctions being charged according to Sched. II. Where there is an abortive auction and the property is subsequently sold by private treaty which the solicitor negotiates, then the solicitor will be entitled to his scale charge for the abortive auction, but only half the vendor's solicitors' negotiating fee. If the property is sold by the solicitor at a subsequent auction, then he will be entitled to charge the full scale charge for an effectual auction, but only one-half of the scale fee for the abortive auction.

The solicitor need not actually take the bids himself to entitle him to the "conducting" fee, for this would necessitate his having an auctioneer's licence. The main point to bear in mind is that he must bear the auctioneer's fees and commission himself and not charge the client with them.

Transactions exceeding £100,000 will be charged as for £100,000. Fractions of £100 under £50 are to be reckoned as £50, and over £50 as £100. The minimum fee is £6, unless the transaction is for less than £100, when the minimum fee is £3 12s.

The scale is applicable to all completed transactions except transactions affecting registered land. Transactions coming within the scope of the Lands Clauses Acts are excluded also, except so far as the investigating fee in respect of sales. It will not apply either where the solicitor elects by notice in writing that his remuneration shall be according to Sched. II. The notice must be given to the client before the business is undertaken.

Where the same solicitor acts for both the mortgagor and the mortgagee, he may charge the mortgagee's solicitor's scale fee, and one-half of the mortgagor's solicitor's scale fee up to £5,000, and one-quarter on any excess beyond £5,000. No provision is made for the case where the same solicitor acts for both the purchaser and the vendor, and he may, presumably, charge both scale charges, but only if he does substantially the whole of the work which the scale is intended to cover. Where the whole of the work is not done he should charge, say, the vendor according to Sched. II.

Further, where the same solicitor is concerned with the preparation of the conveyance and a mortgage deed of the same property, both of which are completed at the same time, then he will be entitled to charge the full purchaser's solicitor's scale charge and one-half of the mortgagee's solicitor's scale charge up to £5,000, and one quarter of the excess above £5,000. In addition, he may charge the full negotiating fees, both that provided for the purchaser's solicitor and that for the mortgagee's solicitor, if he has earned them.

Company Law and Practice.

UNREGISTERED COMPANIES.

CLXXIII.

THIS week we will turn our attention to Pt. X of the Companies Act. This part consists of the five sections, 337–342, inclusive, which are headed "Winding up of Unregistered Companies."

Section 337 is really no more than a definition of what an unregistered company is for the purposes of this part of the Act. It replaces s. 267 of the 1908 Act, from which it differs somewhat both in form and scope. An unregistered company is any trustee savings bank certified under the Trustee Savings Bank Act, 1863, and any partnership, whether limited or not, any association and any company. To that definition there are four exceptions. It is interesting to note that a trustee savings bank is expressly included as an unregistered company. This was because till the passing of the Trustee Savings Bank Act, 1887, there was a doubt as to how a trustee savings bank could be wound up, but by s. 3 of that Act that doubt was removed. When that section was repealed by s. 286 of the 1908 Act, a trustee savings bank was expressly defined as an

unregistered company by s. 267, to prevent any doubt again arising as to the method in which such a company could be wound up.

The first of the four exceptions to the definition of an unregistered company " is a railway company incorporated by Act of Parliament, except in so far as is provided by the Abandonment of Railways Act, 1850, and the Abandonment of Railways Act, 1869, and any Acts amending them." It must be noted the Act says " railway company." This has been very carefully interpreted, and is held to mean a company whose chief object is to construct a railway and not a company who has power to construct a railway, but so that such power is merely incidental to its primary object. For example, *In re Exmouth Dock Company*, 17 Eq. 181, the court held that a company which was authorised by Act of Parliament to construct docks and build a branch line to join up with the L.S.W. Railway could not be considered a railway company, and could therefore be wound up. An unregistered tramway company incorporated by Act of Parliament was held, by Bacon, V.-C., not to be a railway company, and could, therefore, be wound up : *Brentford and Isleworth Tramways Corporation*, 26 Ch. D. 527.

The second exception is " a company registered in any part of the United Kingdom under the Joint Stock Companies Act or under the Companies Act, 1862, or under the Companies (Consolidation) Act, 1908, or under this Act." This exception is really obvious as the provisions for winding up any company of the above type is provided for in the rest of the Act.

The third exception is " a partnership association or company which consists of less than eight members and is not a foreign company." This is where the present section varies from the corresponding one, s. 267 of the 1908 Act. That latter section merely said that an unregistered company included any partnership, association or company consisting of more than seven members. The object of the alteration is apparently to get over the difficulty which arose in *In re Halle Perris Trading Corporation*, No. 00463 of 1920, where Astbury, J., refused to wind up a foreign company on the grounds that unless it had more than seven members he had no jurisdiction. But difficulty may yet arise over the new section as the Act does not contain any definition of what a foreign partnership, association or company is.

It must also be noted here that Cotton, L.J., in *In re South London Fish Market Company*, 39 Ch. D. 324, at p. 335, said that the word " member " does not necessarily mean " shareholder." In that particular case he decided that where in order to defeat a winding-up petition by reducing the company to less than eight members, five shareholders transferred their shares, those five transferors were still members for the purpose of the section.

The fourth exception is " a limited partnership registered in England or Northern Ireland."

But although those four exceptions are not deemed to be unregistered companies not every unregistered company which is outside those exceptions can be wound up under this part of the Act. Companies which are unregistered but ought to have been registered under some Act cannot be wound up. In *Re Padstow Total Loss and Collision Assurance Association*, 20 Ch. D. 137, Jessel, M.R., at p. 143 : " Now obviously that enactment must apply to something which can be lawfully formed."

Having now considered what are not for the purposes of this part of the Act unregistered companies, let us see what type of companies the court considers to fall within the scope of this part. As we have seen, both a dock company and a tramway company incorporated under a special Act of Parliament are unregistered companies. So also a company incorporated by Act of Parliament to run a ferry to the Isle of Wight : *The Isle of Wight Ferry Co.*, 2 H. & M. 597 ; and a waterworks company : *Barton-on-Hull Water Company*, 42 Ch. D. 585. A company or fraternity of free fishermen which had existed from time immemorial and by an Act passed in 1840 was recognised as a company in the nature of a prescriptive corporation was held to be an unregistered company under the section then in force (s. 199 of the Companies Act, 1862) : *In re The Company or Fraternity of Free Fishermen of Faversham*, 36 Ch. D. 329.

Section 338 provides the grounds on which an unregistered company, as defined by s. 337, can be wound up, and various other provisions. Sub-section (1) deals with companies whose principal place of business is in England or Scotland, while sub-s. (2) says that a company incorporated outside Great Britain which has been carrying on business in Great Britain and ceases to carry it on can be wound up as an unregistered company even though it has ceased to exist in the country in which it was incorporated. This latter sub-section has been of great use in obtaining the assets for creditors in this country of Russian companies which before the Soviet put an end to their existence had a place of business over here and still have assets here.

But to return to sub-s. (1) (*a*). An unregistered company which has its principal place of business in Northern Ireland cannot be wound up under this Act unless it also had a principal place of business in England or Scotland, or both. It is not sufficient if the place of business in England or Scotland is only subsidiary to that in Northern Ireland. Therefore an unregistered company with its principal place of business in Northern Ireland must be wound up under the Act in force there. Sub-section (1) (*b*) provides that the principal place of business shall be deemed to be the registered office of the company. If it has a principal place both in England and Scotland then the principal place in the country in which the proceedings are brought will be deemed the registered office. In both these sub-sections the words used are " place of business," and for that reason the courts have held that only trading companies can be wound up under the section.

Sub-section 1 (*c*) merely states that an unregistered company cannot be wound up voluntarily or under supervision. But the next part of the sub-section sets out the circumstances in which an unregistered company can be wound up. They are three : (i) if the company is dissolved or has ceased to carry on business or is carrying on business only for the purpose of winding up its affairs ; (ii) if the company is unable to pay its debts ; (iii) if the court is of the opinion that it is just and equitable that the company should be wound up. The question of when the court considers it just and equitable that there should be a winding-up order has been fully discussed in an earlier article of this series. An unregistered company is deemed unable to pay its debts for the same reasons as a limited company under the Act is deemed unable to, with the addition that the same inference shall be drawn if the company after receiving notice fails within ten days to indemnify a member of the company against whom in his capacity as a member an action is brought for any debt due from the company.

The next section, s. 339, provides who shall be deemed to be a contributory. That is any person " who is liable to pay or contribute to the payment of any debt or liability of the company or to pay or contribute to the payment of any sum for the adjustment of the rights of members among themselves or to pay or contribute to the payment of the costs and expenses of winding up the company." The object of the words " to pay or contribute to the payment . . . among themselves " is so that a partner who has an equitable liability to pay or contribute is a contributory. This section also makes a special provision as to the liability of past members of an unregistered company within the S annaries but no other exoneration for past members of an unregistered company is provided as in the case of s. 157.

Sections 340 and 341 are similar to ss. 172 and 173 in regard to registered companies under the Companies Acts, save that they are extended to include actions against contributories.

The last section of this part of the Act provides that the foregoing provisions with regard to unregistered companies shall be in addition to any of the provisions contained in the Acts in regard to winding up companies by the court. But then follows the very important proviso that no unregistered company shall be considered to be a company under this Act except in the event of it being wound up and then only so far as is provided by Pt. X.

(*To be continued.*)

A Conveyancer's Diary.

Protective Trusts— *continued.*

Whilst upon the subject of clause (ii) of sub-s. (1) of s. 33 of the T.A., 1925, I may call attention to some useful provisions which might be added and are contained in "Key & Elphinstone," 13th ed., II, p. 514, clause 10. The first part of that clause provides for the cesser of forfeiture where the reason for it has ceased to exist, as where a bankrupt has obtained his discharge, or where a mortgagee from the tenant for life has been paid off. The third sub-clause is one which empowers the principal beneficiary to make an appointment of part of the income to children without incurring a forfeiture. It will often be an advantage to insert this power.

Another addition which might be made to clause (ii) is a clause to the effect that on the exercise of the discretionary trusts the wishes of a majority of the trustees shall prevail. It not infrequently happens in practice that one of three trustees, either from prejudice or ultra-caution, refuses to join in exercising the discretion so as to benefit the tenant for life after forfeiture, and such a clause would in those circumstances be helpful.

I will now turn to the objects of the discretionary trusts as stated in s. 33 (1) (ii), and make such criticisms and suggestions as occur to me in that regard.

Now, it is enacted, in effect, that upon failure of the trusts declared in clause (i) the objects of the discretionary trust arising under clause (ii) are—

(*a*) the principal beneficiary and his or her wife or husband, if any, and his or her children or more remote issue, if any; or

(*b*) if there is no wife or husband or issue of the principal beneficiary in existence, the principal beneficiary and the persons who would, if he were actually dead, be entitled to the trust property or the income thereof or to the annuity fund, if any, or arrears of the annuity, as the case may be.

So far as regards (*a*), I have no criticism to offer—but (*b*) would not in many instances meet the case, and it would often be inadvisable to rely upon it.

It may well be that in the case of a marriage settlement or a settlement by will upon what may be called family trusts, the objects as defined in (*a*) or (*b*) will embrace all whom the settlor or testator intends in any events to benefit.

In many cases, however, the real intention is to benefit the "principal beneficiary" and him alone, and the introduction into the discretionary trusts of other persons, whether relatives or not, is only to enable the trustees to benefit him and quite indirectly and in the last resort to benefit them.

In such cases it is not in the mind of the settlor or testator to benefit the wife or issue of the "principal beneficiary," but to ensure that he (the principal beneficiary) shall in fact continue to benefit, notwithstanding his bankruptcy or insolvency or assignment of his interest. It is the "principal beneficiary," and he alone, who is the real object of the trust.

It is true that, as appears by *Re Bullock, Good* v. *Lickorish* [1891] 64 L.T. 736, to which I referred last week, a discretionary trust to take effect upon the bankruptcy or alienation of a life tenant, although declared only for his benefit or maintenance, without any other objects of the discretionary trust being mentioned, will be effective within the limits laid down in that case, yet in order to carry out the real intention of the trust it is in most cases necessary that there should be other objects and that the class of selective objects should be as wide as may be.

Whilst, therefore, the objects as declared in sub-clause (*b*) may suffice in the case of a marriage settlement or similar trust, they may be found to be insufficient in numerous other cases, and, it would, I suggest, frequently be necessary to make express provision extending the objects.

There are, of course, many directions in which the class of objects may be enlarged. I can only indicate some of the widest provisions which might be adopted in place of or in addition to those mentioned in sub-clause (*b*).

I suggest that in appropriate cases (in fact, I think in most cases) the objects of the discretionary trust should be extended to include (1) payment of the debts of the principal beneficiary. It may be, as I have already pointed out, that this could not safely be done unless it were an express object of the discretionary trust; (2) the children or remoter issue of the principal beneficiary's parents or even grandparents. This may be desirable when the principal beneficiary is unmarried; (3) such person or persons (not being a trustee) as the principal beneficiary may, with the consent of the trustees, in writing, nominate as objects of the trust. This opens a wide field and virtually gives control of the destination of the income to the principal beneficiary failing other objects; (4) the person or persons who would have become entitled to the capital of the trust fund under the A.E.A., 1925, if the principal beneficiary had died immediately before the proposed payment or application, possessed of such capital intestate and without having been married. This, of course, differs considerably from sub-clause (*b*), but again as nearly as possible treats the principal beneficiary as though he were absolutely entitled. Under sub-clause (*b*), failing other objects, the next of kin of the settlor or testator would become objects, since if the principal beneficiary were "actually dead" and there were no other beneficiaries under the trust instrument there would be a reverter to the settlor or to his estate. By the way, why "*actually* dead"?

A further useful provision which might be added in every case is one to the effect that the trustees are requested (but without binding them or fettering their discretion) to treat the principal beneficiary as the primary object of the discretionary trust. A settlor would generally like to see such a clause, and it would tend to allay the fears of an over-nervous trustee in making payment solely for the benefit of a life tenant who has forfeited his interest.

I have not yet touched upon the question of a settlor himself taking an interest for life or in reversion under the "protective trusts" or similar trusts providing for forfeiture in certain events.

In the first place it is well established that a settlor may not settle his own property in such a way as to defeat his trustee in bankruptcy.

Thus, in *Re Burroughs-Fowler* [1916] 2 Ch. 251, by an ante-nuptial settlement, property of the husband was settled upon trust to pay the income thereof to him during his life or until he should be outlawed or be declared a bankrupt or become an insolvent debtor or should do or suffer something whereby the income might, if absolutely belonging to him, become vested in or payable to some other person or persons and from and after the death of the husband or other the determination of the trust for his benefit in his lifetime to pay the income to the wife for life. The husband was adjudicated a bankrupt in the wife's lifetime.

It was, of course, contended that the trustee in bankruptcy could not make an indefeasible title to the life interest because the settlement by the husband upon himself until he should become outlawed was good and upon his outlawry the trust

in favour of the wife would take effect, and the wife had, therefore, an interest created for valuable consideration which could not be defeated by a sale of the life interest by the trustee in bankruptcy of the husband.

I admire the ingenuity of the draftsman in inserting the provision as to outlawry. It did not, however, avail for it was held that the husband's life interest vested indefeasibly in his trustee in bankruptcy and was no longer capable of being affected by any subsequent act of forfeiture by the husband.

Whilst, so far as regards the trustee in bankruptcy, a proviso for cesser of the life interest is void, yet it is good as between the tenant for life and the persons entitled upon a forfeiture.

An interesting authority to that effect is *Re Johnson Johnson* [1904] 1 K.B. 134.

There a settlor having, under a settlement made by him, a life interest determinable on bankruptcy, became bankrupt. The trustee applied to have the settlement set aside, and it was set aside so far as was necessary to pay his debts in full and the costs of the bankruptcy. By consent, the trustees of the settlement raised the necessary funds to do that, but the bankruptcy was not annulled. Afterwards the settlor became bankrupt again, and it was held that the trustee in the second bankruptcy had no claim as the first bankruptcy caused a forfeiture, and so at the date of the second bankruptcy there was no estate left in the bankrupt which could vest in the trustee.

I will consider this point further next week.

Landlord and Tenant Notebook.

Difference between Nuisance and Annoyance.

APPRECIATION of the meanings attached to the words "nuisance" and "annoyance" is necessary not only because they frequently occur in tenants' covenants, but also b cause acts of nuisance or annoyance on the part of protected tenants or of persons residing or lodging with them entitle the court to make an order for possession of premises within the Rent, etc., Restrictions Act, 1920 (see s. 5 (1) (*b*)).

Undoubtedly the most instructive case is that of *Tod-Heatly* v. *Benham* (1888), 40 Ch.D. 80, C.A., in which it was decided that a hospital established by an oto-rhino-laryngologist infringed a covenant in a building lease not to do anything which might be or grow to the annoyance, nuisance, grievance or damage of the lessor or the inhabitants of the neighbouring houses. The decision was based on the ground of annoyance only, but both in the court below and in the Court of Appeal a good deal was said about nuisance, and I propose to take a number of useful points and compare and contrast what the various judges had to say about each.

First, does "nuisance" in a covenant mean "legal nuisance"? Kekewich, J., following a ruling of Bacon, V.-C., in *Harrison* v. *Good* (1871), L.R. 11 Eq. 338, said it did; but the three lords justices all doubted the validity of this proposition. Lindley, L.J., enlarged upon the matter, and considered that the word must be introduced to afford additional protection over and above that given by the law of torts, otherwise there was no point in inserting it. I cannot help feeling that this remark implies an undeserved compliment to conveyancers.

All four judges agreed that there was some difference between "nuisance" and "annoyance," but Kekewich, J., seems to have thought that the difference was largely nominal; "annoyance" was a popular, "nuisance" the technical term; but annoyance would include what was popularly though not technically a nuisance. Cotton, L.J., did not say what he considered the difference to be; Bowen, L.J., said that "annoyance" was a *wider* term than "nuisance," and implied *more*, and repeated the tribute paid by his colleague to the draftsman's love of tersity by arguing that if it meant the same thing, it would not have been added to the covenant.

This brings us to the meaning of "annoyance." Kekewich, J., as was consistent with his views on the difference, adopted a definition of "nuisance" contained in an older authority: *Walter* v. *Selfe* (1851), 4 De G. & Sm. 315, in which Knight Bruce, V.-C., had held that brick-burning was a nuisance to the brick-burner's neighbour (there was no covenant). The learned Vice-Chancellor had approached the matter in this way: "Ought this inconvenience to be considered in fact as more than fanciful, more than one of mere delicacy and fastidiousness, as an inconvenience materially interfering with the ordinary comfort physically of human existence, not merely according to elegant or dainty modes and habits of living, but according to plain and sober and simple notions among the Eng'ish people?" A nuisance was something "incompatible with the physical comfort of human existence"; and brick-burning, though the smell might not be sickening in a medical sense, would "abridge and diminish seriously and materially the ordinary comfort of existence." It was by applying this definition of nuisance that Kekewich, J., came to the conclusion that the hospital infringed the covenant against annoyance. But in the Court of Appeal, Cotton, L.J., ruled out nuisance, said that "annoyance" had no definite legal meaning, but considered its essential to be the annoyance of "reasonable people having regard to the ordinary use of the house for pleasurable enjoyment." Somewhat surprisingly he said that this would be within the *Walter* v. *Selfe* definition—which concerned "nuisance." Lindley, L.J., described annoyance as "that which annoys, which raises objections and unpleasant feelings, not a fanciful feeling of distaste." While Bowen, L.J., defined "annoyance" as something which "reasonably troubles the mind and pleasure . . . of the ordinary sensible English inhabitant of a house . . . which disturbs his reasonable peace of mind . . . though it may not appear to amount to physical detriment to comfort"

Now, none of these judgments specifies the *principium divisionis* applied in arriving at the distinction between nuisance and annoyance. I think that the essential difference is best sought by emphasising the following: In Knight Bruce, V.-C.'s, definition of "nuisance" it will be observed that the word "physically" occurs twice, qualifying the interference and the comfort; while the descriptions of "annoyance" given by the Court of Appeal in *Tod-Heatly* v. *Benham* contain no such limitation, and the expressions "pleasurable enjoyment," "unpleasant feelings," "troubles the mind" and "peace of mind" point to a conclusion that "annoyance" is not limited to such evils as operate on the five senses and no further, but extends to those which affect our innermost feelings.

For practical purposes, the suggested distinction is more likely to be of use in proceedings under s. 5 (1) (*b*) of the Increase of Rent, etc., Act than in actions for breaches of covenant, especially as most covenants of this type also contain, nowadays, the word "offensive," as to which see *Nussey* v. *Provincial Bill Posting Co. and Eddison* [1909] 1 Ch. 734, C.A. (advertisement hoarding, residential estate). But when possession is claimed of protected premises, the landlord, if he lives in the same building, and/or other tenants, often give evidence of what amounts to serious annoyance though not to nuisance.

The judgment of Bowen, L.J., in *Tod-Heatly* v. *Benham* was applied in *Wood* v. *Cooper* [1894] 3 Ch. 671, when the covenantee complained of the erection of a trellis-work screen at the foot of his garden (the object being to prevent overlooking) and alleged in his particulars obstruction of view, of light and air, of rays of the sun, consequent interference with the cultivation of flowers and shrubs, and interference with amenity. It was held that "pleasurable enjoyment" was affected.

Two other observations on *Tod-Heatly* v. *Benham* are worth making. One is that the judgments contain strong *obiter dicta* to support a proposition that pecuniary damage need not be proved. The other is the strong insistence by

Cotton, L.J., on the necessity of examining complaints from the viewpoint of the reasonable man. Judges, he said, must decide "not upon what their own individual thoughts are, but on what, in their opinion and upon the evidence before them, would be an annoyance to reasonable, sensible people." This recalls a sentiment expressed a few years earlier in the Address to Queen Victoria on the opening of the Royal Courts of Justice, as recorded in 10 Q.B.D. 1. At p. 3 we find: "Your Majesty's Judges are deeply sensible of their own many shortcomings"; some readers may have heard the anecdote of the amendment alleged to have been proposed by Bowen, L.J., Cotton, L.J.'s, colleague in *Tod-Heatly* v. *Benham*.

This, of course, makes the selection of witnesses in proceedings of this nature a difficult task. The ideal witness in a "nuisance" case must observe or be familiar with a standard of comfort which accords with plain and sober and simple notions among the English people; in an "annoyance" case the sensibilities of the ordinary sensible English inhabitant of a house are the criterion. Why both Knight Bruce, V.-C., and Bowen, L.J., are careful to insist on a national qualification, I do not know; unless the explanation be judicial anticipation of an argument as to bagpipes.

Our County Court Letter.

PROTECTION OF INSHORE FISHERIES.

In the recent case of *Taylor* v. *Capper, Alexander and Co. Ltd.*, at Newcastle-on-Tyne County Court, the claim was for £10, as damages for the loss of a net, and £2 in respect of the loss of fishing. The plaintiff's case was that (1) on the 24th June, 1931, he was fishing 2½ miles east of Marsden Rock, and had shot his nets, which stretched for 600 yards; (2) his coble was showing regulation lights, and (on the approach of a steamer) he also lit a flare; (3) instead of passing between the coble and the shore, however, the steamer passed to seaward, and carried away the nets; (4) the vessel was found to be the "Tenbury," and, when anchored off the Tyne, she still had a piece of net around the propeller. The defence was that (*a*) the "Tenbury" was never within a mile of a fishing vessel, and (if she had fouled any nets) the latter would have been tightly entangled round the boss of the propeller; (*b*) in fact, the propeller was quite clear, when examined in dock, and the piece of net must have been placed in position by the plaintiff. The latter suggestion was rejected by the learned Registrar (Mr. Minton Senhouse) and judgment was given for the plaintiff, with costs. It transpired that the above was the first case supported by the newly formed Tyne and District Inshore Fishermen's Protection Association.

THE RIGHTS AND LIABILITIES OF PIG BREEDERS.

In the recent case of *Thompson* v. *Barrand*, at Stamford County Court, the claim was for £8 as damages for negligence as a bailee. The plaintiff's case was that (1) he had sent a gilt to be served at the premises of the defendant, who was a registered boar proprietor; (2) the defendant's yardman (at 11 a.m.) had put the gilt with a boar and two other sows, but the gilt (having been found badly bitten at 4 p.m.) had subsequently died; (3) the defendant's duty was to protect the gilt, but he had failed to take that degree of care which he would have taken of his own property. The defendant's case was that (*a*) he was unaware of the gilt being there, until after he returned from market; (*b*) it was usual for several gilts to run with a boar; (*c*) the gilt could not have been ready for service, and would therefore be worried by the boar. His Honour Judge Haydon, K.C., held that (1) as the defendant had left a yardman in charge, it was within the scope of his employment to receive the gilt for service by the boar; (2) there was therefore imposed upon the defendant the obligation of a bailee for reward to take due care; (3) some protection should have been afforded against what might be anticipated, viz., the gilt not being in use, and hence exposed to the risk of attack by the boar. Judgment was therefore given for the plaintiff for £6, and costs.

THE DEFINITION OF "PROFITS."

In *Butler* v. *Peers*, recently heard at Leeds County Court, the claim was for £50 as damages for fraudulent misrepresentation (or breach of warranty) on the sale (for £60) of a greengrocery business. The latter had been offered at £65, by an advertisement stating: "Profits £4 weekly; scope for more." The defendant's case was that the average takings were £12 a week, with a profit of £4, which (as the plaintiff would have found from the books) was gross and not net. Two business transfer agents stated that (1) the custom was to ascertain the takings, deduct actual cost of goods, and so arrive at the gross profit; (2) it was often impossible to ascertain the net profit in small businesses (as not one in twenty was sold on net profits), but a prospective purchaser could always make his own inquiries about transport and overhead charges. His Honour Judge Woodcock, K.C., observed that it was unfortunate that transfer agents did not insert the word "gross" and omit "weekly," in their advertisements, or else disclose the turnover only. As the gross profits averaged £3 1s. 6d. a week, there had been a misrepresentation, and judgment was given for the plaintiff for £45, with costs on Scale C.

Obituary.

MR. J. MOORE.

Mr. James Moore, solicitor, partner in the firm of Messrs. Cameron, Kemm & Co., of Old Broad-street, E.C., died at Kensington on Sunday, 12th February, at the age of seventy-one. Mr. Moore was admitted a solicitor in 1884.

MR. H. REID SHARMAN.

Mr. Hereward Reid Sharman, solicitor, senior partner in the firm of Messrs. Reid Sharman & Co., of Bedford-row, died on Thursday, 9th March, as the result of an accident. Mr. Sharman, who was fifty-eight years of age, was the son of the late Mr. Matthew Reid Sharman, solicitor, of Wellingborough. He was admitted a solicitor in 1897.

MR. C. WALDIE.

Mr. Charles Waldie, solicitor, of Edinburgh, died at his home on Sunday, 5th March. He was admitted to the Society of Solicitors in the Supreme Court in 1889, and practised in Stockbridge for many years. He was appointed a Justice of the Peace for the City of Edinburgh some years ago.

Correspondence.

The Rent, etc., Restrictions Bill: A Protest.

Sir,—May I, while thanking you for your kind appreciation of my pamphlet, beg for a few lines of space to point out that I was unable to agree with, perhaps, the most important finding in para. 48 of the Majority Report of the recent Inter-Departmental Committee. Neither decontrol nor the proposed prolongation of control over rent restricted houses, when empty, can have any practical effect, either in assisting or retarding the mobility of working-class tenants. For every statutory tenant who may wish to move into another empty house there are hundreds or thousands of non-statutory tenants who would claim priority or equality of choice. The latter class is composed of sub-tenants or lodgers some of whose names may be found in the long waiting lists for council houses or tenements. These people have been waiting for years for a house of their own and if the empty houses were to remain under rent restriction the competition would only be intensified.

Lincoln's Inn, W.C. CIVIS.
14th March.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29-31, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Compensation for Old Injury.

Q. 2680. A client of mine who was working in a pit sustained an injury to his foot, and in due course he made application for compensation, which was duly awarded. After a time he was able to resume work, and naturally his compensation ceased to be payable. It is over fourteen years since the accident occurred, and now there has been a recurrence of the trouble to his foot, and his doctor says that this disability is attributable directly to the accident aforementioned and is not a supervening disability. I shall be glad if you can say whether, having regard to the lapse of time since the accident originally occurred, it will be possible for the injured man to claim compensation afresh ?

A. The lapse of time (even fourteen years) is of itself no bar to a claim for compensation, but it should be ascertained whether the recurrence of the trouble is due to a second accident. The doctor's evidence (that the disability is attributable directly to the accident) will doubtless be challenged, as the accuracy of this diagnosis depends upon (1) the nature of the injury; (2) the age of the workman; (3) what else he has been doing (besides working) for the last fourteen years. Guidance may be obtained from: (*a*) *Speakman* v. *Richard Evans & Co. Ltd.* (1925), 18 B.W.C.C. 201 (where compensation was awarded); (*b*) *Werrin* v. *United National Collieries Ltd.* (1926), 20 B.W.C.C. 166, in which an award was set aside by the Court of Appeal.

Recovery of Damages from Motorist.

Q. 2681. M has been slightly injured through the negligent driving of a motor car by X and he proposes to take proceedings for damages. Should he sue X or his insurance company, or should X and the company be sued jointly ?

A. At the outset the action should be started against X alone, as there is no privity of contract between M and the insurance company. The latter will conduct the proceedings on behalf of X—assuming that his policy is valid. If, however, he obtained the issue of the policy by, e.g., misrepresentation, the company would not be liable, and M would only have his remedy against X. The Road Traffic Act, 1930, s. 38, prevents the insurance company from disputing liability by reason of any act or omission of X *after* the accident, but still enables them to dispute liability on other grounds. For example, X might be a person who had borrowed the car (for his own purposes) from the owner. The fact that the owner's policy may cover authorised drivers would not render X insured, although he and the owner may have thought the policy covered such a contingency. In this respect there is therefore a loophole in the Road Traffic Act, as the fact that X could be fined (for driving while uninsured) is no recompense to M. If X were to become bankrupt (and his policy is valid) the rights of M would be preserved by the Third Parties (Rights of Insurers) Act, 1930. See further *Freshwater* v. *Western Australian Insurance Co. Ltd.* (reported 76 Sol. J. 888) revealing the limitations of the latter Act.

Will—Provision for Married Daughter to avoid Influence of Husband.

Q. 2682. W has three children and wishes to make a will giving a portion of his estate to his son A, a portion to his married daughter B, and a portion to his unmarried daughter C. He wishes to protect B's portion so far as possible from the influence of B's husband, who, unless prevented, will obtain B's portion and dissipate it. It is proposed to give B's portion to trustees with power to utilise capital and income for her benefit. Would such a trust be binding in the event of B calling for the capital to be handed over to her ? Can you suggest a better way of protecting B's portion from the devi.es of her husband ?

A. We would suggest the fund be settled on protective trusts (T.A., 1925, s. 33) for the benefit of B for life, with remainder on the usual trusts of a marriage settlement for issue as she may appoint, and in default for children at twenty-one or daughters marrying equally. In default of children living to attain an interest, a general power to appoint by will, failing which trusts over. Then, in addition to the statutory power of advancement to children, the trustees might be given a power if in their discretion special circumstances warranted it to apply part of the capital for the benefit of B. The probability is, however, that under the circumstances it would be better to retain the capital intact, or merely to extend the power of *advancement* to infants to cover maintenance.

Charity Lands—Power to Mortgage.

Q. 2683. By a deed of gift certain freehold property was conveyed to trustees in fee simple, "Upon trust to carry on the same as a working men's club for the benefit of the inhabitants of ——." No further trusts were declared, nor did the deed expressly give any powers to the trustees. The trustees' account at the bank is overdrawn and the bank has requested them to deposit the title deeds of the property as security for the overdraft. Can the trustees create any effectual charge upon the property either by legal mortgage, deposit of title deeds or otherwise ?

A. We do not think so. Although the trustees have under s. 29 of the S.L.A., 1925, all the powers of a tenant for life and of the trustees of the settlement, yet these powers do not embrace the raising of money by way of mortgage or charge of the charity lands for the discharge of the overdraft. For the purposes of this reply it is assumed that the overdraft was not incurred for any of the purposes for which money may be raised under the S.L.A., 1925 : see s. 71.

Death of Administratrix (with Will) absolutely entitled as in Intestacy without Self-assent — Title — Legal Estate.

Q. 2684. A made a will and appoints his father B his executor, and after certain bequests bequeathed all the remainder of his property to B. B died in 1921. A died in 1928. Letters of administration (with will annexed) were granted to C as the lawful sister of the whole blood, and the only person entitled to the undisposed of residue of the estate of A. C died in 1932 without having executed any vesting assent of certain freehold property forming part of the residuary estate of A. By her will C appointed D (a corporation) to be her executors and trustees, who have entered into a contract to sell the said freehold property forming part of the residuary estate of A. It is contended on behalf of the purchaser that D can show no title to the property, as C, as the personal representative of A, had not executed any vesting assent in her own favour, and that before D can make title it is necessary that letters of administration *de bonis non* be obtained in respect of the residuary estate of A, in respect

of which no vesting assent had been made in C's favour. Is this contention correct, and where is the legal estate at the moment ?

A. We express the opinion that in the absence of an assent the legal estate was in C at the date of her death as administratrix *cum testamento annexo* of the will of A, and thus has not vested in her executor (the corporation D). A grant *de bonis non* in the estate of A is therefore essential. It will be seen that we are in agreement with the contention of the purchaser. We suggest that the legal estate is probably in the Probate Judge (A. of E.A., 1925, s. 9 ; see also s. 55 (1) (xv) for the definition of " Probate Judge " and (vi) for definition of " intestate ").

Searches to be made by a Mortgagee on Payment Off.

Q. 2685. What searches should a mortgagee make on repayment—

(*a*) When he has notice of further charges :

(*b*) When he has no such notice ;

(*c*) When he executes the statutory receipt ;

(*d*) When he executes a transfer ?

A. We assume that by " further charges " subsequent mortgages are meant.

(*a*) When the mortgagee has actual notice of subsequent mortgages (as distinct from the notice implied by reason of registration under L.C.A., 1925 (see L.P.A., 1925, s. 96 (2), as amended by L.P. (Amend.) A., 1926, Sched.)) he must (of course) refuse to re-convey to the mortgagor or to transfer to the nominee of the mortgagor. As he is not concerned with registration under the L.C.A., 1925, he is not concerned to search for matter so registered, but it is considered desirable to search at least in the register of deeds of arrangement and in the register of pending actions and writs (receiving orders and petitions in bankruptcy) to ascertain if the person paying him off has committed any act of bankruptcy. (See Emmet " Notes on Perusing Titles," Vol. I, 12th ed., pp. 544 and 545.) We fancy that such searches are not in practice often made or really necessary.

(*b*) The position will be the same as in (*a*), *supra*.

(*c*) and (*d*) Here also the position will be as in (*a*), *supra*.

S.L.A., 1925, Sched. II, para. 3 (1)—Meaning of the words " Trustees (if any) of the Settlement."

Q. 2686. A died in 1921, a widower, intestate, leaving one child, a daughter, born about 1908. Letters of administration were granted to B, A's brother for the use of the infant. A left property copyhold in fee which immediately vested in the infant daughter. The infant has now attained twenty-one and it is desired to deal with the property. Is this vested in the administrator under para. 3 (1) of the 2nd Sched. to the S.L.A., 1925, by virtue of s. 30 (3) of the Act, or did it vest in the Public Trustee under the provisos in para. 3, so that it is now vested in the infant herself under proviso (*v*) ?

A. We express the opinion that the property vested in the administrator under para. 1 (3) of S.L.A., 1925, Sched. II. (See also L.P.A., 1922, Sched. XII, para. 8, proviso (iii), and S.L.A., 1925, s. 1 (1) (ii) (*d*) and (2).) We are here concerned with a position existing at the commencement of the S.L.A., 1925, while in *Re Catchpool* ; *Harris* v. *Catchpool* [1928] Ch. 429, a position subsisting immediately before the commencement of L.P.A., 1925, was considered. In this case it will be remembered it was held that the words " the trustees (if any) of the settlement " in para. 1 (3) of Pt. IV of the First Schedule to L.P.A., 1925, must be given the meaning which they had under the Settled Land Acts, 1882-1890, and not the more extended meaning which they have under S.L.A., 1925, s. 30.

A UNIVERSAL APPEAL

To Lawyers : For a Postcard or a Guinea for a Model Form of Bequest to the Hospital for Epilepsy and Paralysis, Maida Vale, W.9.

In Lighter Vein.

The Week's Anniversary.

Sir Thomas Plumer, who died on the 24th March, 1824, was more notable for the fact that he was the first Vice-Chancellor of England than for any particular ability with which he adorned the judicial office. Sir Samuel Romilly's opinion was that " Plumer has great anxiety to do the duties of his office to the satisfaction of everyone and most beneficially for the suitors, but they are duties which he is wholly incapable of discharging," for he knew " nothing of the law of real property, nothing of the law of bankruptcy and nothing of the doctrines peculiar to courts of equity." Perhaps this estimate was a little prejudiced, because when the new judge was Attorney-General he had vigorously opposed Romilly's projects for the softening of the then ferocious criminal code. However, it is clear that Plumer was not the man to mitigate the unpopularity of the innovation of the Vice-Chancellorship. His court was to some extent boycotted, cases being set down for hearing in the Rolls Court, partly so that Sir William Grant, M.R., might hear them and partly so that Plumer might not. His usher might sometimes be seen running about among the Bar asking even the juniors, " Pray, sir, have you anything to move ? Can you bring on anything before his honour ? " Grant was, of course, unable to cope with this double tide of business, and, when he retired in 1818, left some 500 cases in arrear to his successor, who by a piece of official irony was Plumer.

In Search of Poison.

In the Paddington Coroner's Court recently after some discussion as to the harmlessness or otherwise of a specified dose of the drug nembutol, a medical witness swallowed a tablet of it to demonstrate his contention. Such conviction in backing his proposition suggests that trial by ordeal of expert witnesses might well be considered by the Hanworth Commission as a reform worth initiating.

In his latest collection of trials, Mr. Storrie Deans tells of an extraordinary feat of the celebrated Dr. Thomas Bond in connection with a poisoning case which involved a drug not at the time very fully investigated. After he had stated that so many grains constituted a fatal dose and that such and such symptoms would follow, the opposing counsel proceeded to cross-examine him as to his opinion. " That, of course, is hearsay—the result of what you have heard or read ? " he asked. " No, sir." " What do you mean by ' No, sir ' ? How can you know anything about it except by reading and by what you have been told ? " " I know from personal experience." Counsel was indignant, and the judge incredulous, and Dr. Bond continued : " I had so often heard doubts expressed that I made up my mind to experiment. I took x grains of it myself ; I found that I felt just what I have described, and I was on the point of losing consciousness when I gave the signal to the gentlemen who were assisting me and they forced a powerful emetic down my throat which made me violently sick and they also applied the stomach pump. I have no doubt that by their action they saved my life."

Law Reform from Another Side.

Lawyers will not find much to complain of in the interim report on law reform just produced by the Committee of Judges, though traditionalists must agree with the recent remarks of Lawrence, J., from the Assize Bench deploring the dwindling majesty of Circuit when there are no longer any grand juries to be charged. Still, unless an increasing number of causes compensates the brevity induced by the extension of New Procedure, legal unemployment statistics may tend upwards, and it is hard to see why the public should view with indifference amounting to delight a phenomenon which they deplore in the case of miners, casual labourers and even doctors. On this point it is well to

recall the reasoning of d'Aguesseau, the great French jurist and law reformer, Chancellor under Louis XV, in explaining to the Duc de Grammont why he did not regulate the length of law suits. "I had gone so far as to commit a plan for such a regulation to writing, but after I had made some progress I reflected on the great number of advocates, attorneys and officers of justice whom it would ruin; compassion for these made the pen fall from my hands. The length and number of law suits confer on gentlemen of the long robe their wealth and authority; one must continue therefore to permit their infant growth and everlasting endurance." Within living memory it could be said in Lincoln's Inn that if a Chancery practitioner could get four administrations into his hands he was sure of a steady income.

Reviews.

Stone's Justices' Manual, 1933. Sixty-fifth Edition. Edited by F. B. Dingle, solicitor, Clerk to the Justices, Licensing Justices, etc., for the City of Sheffield. Demy 8vo. pp. cclxxxii and (with Index) 2,284. London: Butterworth and Co. (Publishers), Ltd.; Shaw & Sons, Ltd. 37s. 6d. net. Thin edition, 5s. extra.

The new "Stone" is with us, and once again we have to admire the erudition, the lucidity and the efficiency of those who are responsible for its production. Since Mr. Dingle, the learned clerk to the justices of the City of Sheffield, took over the editorship from Mr. Roberts, the famous work has, if anything, gained in clearness of treatment. The manual is, of course, a household word now, and no magisterial court can be without it. Its influence has contributed more to the existence of the "vigilant magistracy," the "accurate police" and the "undeviating impartiality in carrying the laws into execution," which Paley describes as being such potent forces in the restraint and suppression of crime, than thousands of sermons.

The practitioner will find that the new edition has been prepared with the care which distinguished its predecessors, and it would be impossible, we think, to imagine any eventuality in a police court which is not covered by some shrewd observations in this book. Thirty new statutes and 144 new cases have been incorporated, and the reader will find them fully and ably discussed.

We can prophesy for "Stone" yet another year of constant daily use and well-merited appreciation.

Books Received.

Butterworth's Digest of Leading Cases on Workmen's Compensation. Second Edition, 1933. By Sidney Henry Noakes, of Lincoln's Inn, Barrister-at-Law. Consulting Editor: His Honour Judge Alfred Hildesley, K.C. Medium 8vo. pp. lxxxvi and (with Index) 510. London: Butterworth & Co. (Publishers), Ltd. 35s. net.

Handbook to the Factory Acts and Truck Acts. By Joseph Owner, of the Middle Temple and the Western Circuit, Barrister-at-Law. 1933. Crown 8vo. pp. xi and (with Index) 120. London: Sir Isaac Pitman & Sons, Ltd. 3s. 6d. net.

Gibson's Conveyancing. Fourteenth Edition. 1933. By Arthur Weldon, Solicitor, and H. Gibson Rivington, M.A., Oxon. Medium 8vo. pp. cvii and (with Index) 767. London: The "Law Notes" Publishing Offices. £2 net.

Mews' Digest of English Case Law. Second Edition. Eighth Annual Supplement, containing the Cases Reported in 1932. By Aubrey J. Spencer, Barrister-at-Law. 1933. Medium 8vo. pp. xxi and 376. London: Sweet & Maxwell, Ltd.; Stevens & Sons, Ltd. £1 net.

Notes of Cases.

High Court—Chancery Division.

In re **Russian Bank for Foreign Trade.**

Maugham, J. 25th, 26th, 27th and 31st January, 1st and 24th February.

Company—Winding Up—Jurisdiction—Russian Company—Soviet Decrees Affecting its Existence—Branches Abroad—Companies Act, 1929 (19 & 20 Geo. 5, c. 23), s. 338.

The bank was established in 1871 under the laws of the Russian Empire as a company with limited liability. In 1909 it began to carry on business in London. A petition for its compulsory winding up having been presented under s. 338 of the Companies Act, 1929, it was served on certain persons in the United Kingdom whose names and addresses had been filed with the registrar as being authorised to accept service on its behalf. The petitioner, who claimed that the bank owed him over £23,000, contended that under the decrees made by the Union of Socialist Soviet Republics, it had been dissolved and that it should be wound up, inasmuch as there was no person or body of persons from whom payment of the debt could be demanded. On behalf of the bank it was contended that it had not been dissolved since there existed branches in London and Paris which had not been taken over by the Soviet Government.

Maugham, J., in giving judgment, said that from 1918, as a result of the decrees of the Union of Socialist Soviet Republics, it was impossible for the bank, if it continued to exist as a legal entity, to carry on its affairs according to the statutes under which it was formed. Its employees could not be regarded as agents of the Soviet Government and the Soviet decrees, so far as lay within their jurisdiction, had taken away all its assets and annulled all its shares. The bank, having had creditors in this country, and having legally ceased to carry on business, it was just that it should be wound up. It was not disputed that it was an unregistered company within s. 338 of the Companies Act, 1929. His lordship, therefore, held, following *Russian and English Bank* v. *Baring Brothers & Co. Ltd.* [1932] 1 Ch. 435; 76 Sol. J. 68, that this section gave jurisdiction to wind up the company whether or not it had completely ceased to exist under Soviet law. On the evidence there was a dispute as to whether or not at the date of the relevant decrees the petitioner's debt was due to him locally in Russia. If it was, the petitioner's claim was against the Soviet State. If it was recoverable in London, it was not affected by the decrees, even though at their date the petitioner was a Russian subject. Though his lordship was not satisfied that in the circumstances the petitioner was a creditor, no harm could be done to anyone by making the winding up order.

Counsel: *Somervell*, K.C., and *H. Buckmaster*; *Morton*, K.C., *Havers* and *Wolff*; *Kean*; *Spens*, K.C., *H. Murphy* and *Halpern*; *Stafford Crossman* (for the Attorney-General).

Solicitors: *Herbert Oppenheimer, Nathan & Vandyk*; *Frank Tittmus & Co.*; *Pittman & Davison*; *Stephenson, Harwood & Tatham*; *Treasury Solicitor.*

[Reported by Francis H. Cowper, Esq., Barrister-at-Law.]

In re **Borwick's Settlement: Borwick** *v.* **Borwick.**

Bennett, J.

1st, 2nd, 3rd, 7th and 8th February and 1st March.

Settlement — Condition — Cutting Down Infant's Interest—Religious Instruction—Duty of Parent—Mercenary Considerations—Condition Bad—Void for Uncertainty.

A settlement dated the 31st August, 1910, and made by Lord Borwick, one of the plaintiffs (then Sir Robert Hudson

Borwick) contained the following provision: "If any grandchild of the said Sir Robert Hudson Borwick shall at any time before attaining a vested interest under the trusts hereinbefore declared be or become a Roman Catholic or not be openly or avowedly Protestant, such grandchild shall thereupon forfeit and lose one moiety of all the share, right or interest in the capital or income of the said trust premises and of all other benefits (if any) conferred upon him or her by these presents." By this summons, it was asked whether this clause operated to cut down the interests of three grandchildren of the settlor, children of a daughter of the settlor who had married a Roman Catholic.

BENNETT, J., in giving judgment, said that it was not necessary for him to decide at what point of time these grandchildren became Roman Catholics. He would assume in the case of the two who had come of age that it was before they attained vested interests. This condition would operate during minority when infants were or should be instructed in religion by their parents without their own choice. The parent's duty should regard moral and spiritual welfare without mercenary influence. His lordship referred to *In re Sandbrook: Noel* v. *Sandbrook* [1912] 1 Ch. 471; 56 SOL. J. 721. The principles laid down in "Sheppard's Touchstone, vol. I, p. 132, applied to this clause, since the parents of these grandchildren might have been deterred from performing their duty by this condition and by the knowledge that they might endanger their worldly welfare. The condition was therefore bad as tending to hamper a man in the discharge of his duty. It was also bad for uncertainty. The clause therefore did not cut down the capital and income of the grandchildren.

COUNSEL: *Charles Russell; Vaisey*, K.C., and *G. D. Johnston; Eardley-Wilmott; Morton*, K.C., and *Harman; Gavin Simonds*, K.C., and *D. L. Jenkins; Manning*, K.C., and *C. R. Romer; Wilfrid Hunt; Danckwerts; Bagshawe.*

SOLICITORS: *Charles Russell & Co.; Beckingsales and Naylors; Travers Smith, Braithwaite & Co.; Guscotte, Wadham, Tickell & Co.; Withers & Co.; Park Nelson & Co.; May, May & Deacon.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Williams *v.* Russell.

Lord Hewart, C.J., Talbot and Charles, JJ. 24th February.

MOTOR-CAR—INSURANCE—THIRD PARTY POLICY—CERTIFICATE OF INSURANCE PRODUCED—PROOF OF POLICY—ADMISSION OF SECONDARY EVIDENCE.

This was an appeal by way of case stated from a decision of justices sitting at Talgarth, Brecon.

An information was preferred by the appellant, William Williams, Deputy Chief Constable of the County of Brecon, charging the respondent, John Edward Russell, with unlawfully using a motor vehicle on a highway in the county on the 15th June, 1932, without there being in force in relation to the use of such vehicle a policy of insurance in respect of third party risks complying with the requirements of Part 2 of the Road Traffic Act, 1930, contrary to s. 35 of the Act. (A similar information was also preferred against H. Emerson Watkins for causing the vehicle to be so used.) At the hearing of the information it was proved that on the 15th June, 1932, Russell was driving a motor-van containing two women and four men as passengers on the Llangorse Road, Brecon, when he was stopped by Police Constable Bagley, who requested him to produce his policy of insurance in respect of third party risks under the Road Traffic Act, 1930. Russell produced a certificate of insurance which was inspected by P.C. Bagley, who took details thereof. No notice to produce the policy was given by the appellant to the respondent. On the appellant attempting to give secondary evidence by P.C. Bagley of the contents of the certificate, the respondent's solicitor submitted that as no notice to produce the policy had been given the appellant could not give secondary evidence as to the contents of the certificate, and that without such evidence there was no case for the respondent to answer. The justices upheld that submission and dismissed the information, and the appellant now appealed.

Lord HEWART, C.J., said that he thought that the justices ought to have heard the evidence which the police constable was offering to give. The matter was concluded by *Marshall* v. *Ford*, 72 J.P. 480, and *Martin* v. *White* [1910] 1 K.B. 665. There was no hardship on the accused person, because the certificate was in his possession, and if the policy was not it was easily accessible, and he knew that the information was for driving without a policy complying with the Act. The case ought to go back to the justices with a direction to hear the evidence.

TALBOT and CHARLES, JJ., agreed.

COUNSEL: *Richard O'Sullivan*, for the appellant; *Laurence Vine*, for the respondent.

SOLICITORS: *Field, Roscoe & Co.; Rhys Roberts & Co.*, agents for *Myer Cohen*, Cardiff.

Williams *v.* Watkins.

An information in similar terms was also preferred by the appellant in the above case against H. E. Watkins for causing the vehicle to be so used. No notice to produce the policy was given to this respondent. Counsel for the respondent said that in view of the decision given above against the first respondent, he could not argue this second appeal on its merits. He had, however, a preliminary objection. The case was originally stated and signed on the 7th September, but for some reason was not transmitted to the court within three days. The appellant had then gone back to the justices, who had re-stated and signed the case on the 13th October, and that time it was transmitted to the court. He (counsel) submitted that that could not be done, and referred to *Pennell* v. *Uxbridge Overseers*, 10 W.R. 319; 31 L.J., M.C. 92, and *Gloucester Local Board* v. *Chandler*, 32 L.J., M.C., 66.

Lord HEWART, C.J., said that the objection was the merest technicality, but it appeared that the terms of s. 2 of the Summary Jurisdiction Act, 1857, had not been complied with. It appeared to follow *a fortiori* from the above authorities that it was the duty of the court to uphold the technical objection, and say that they could not hear the case. It must be struck out of the list, with costs.

(The same counsel and solicitors appeared in this appeal as in the above appeal of *Williams* v. *Russell*.)

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Lakeman *v.* Corporation of Chester.

Goddard, J. 2nd March.

ELECTRICITY—CONVERSION FROM DIRECT TO ALTERNATING CURRENT—CONSUMER AND COMPENSATION.

The claimant in this special case stated for the opinion of the court carried on an electrical engineering business at Chester. In the course of his business he used a simple apparatus for charging batteries. His existing electric supply being direct current, he could charge the batteries directly. The Corporation of Chester decided to change the system of supply to alternating current, and as the result of that change the claimant's apparatus was rendered useless, for in order to charge batteries after the change he had to convert the alternating current supplied to him into direct current. When the corporation had applied to the Electricity Commissioners for their consent to the change to the alternating current system the consent was given subject to the following clause: "Unless otherwise agreed the undertakers shall at their own expense carry out the necessary alterations to consumers' existing apparatus to suit the altered system and pressure of the supply or pay to each consumer injuriously affected by the alteration of system and pressure such sum as may be

agreed, or, in default of agreement, as may be determined by an arbitrator to be appointed on the application of either party by the Minister of Transport as the reasonable cost of and incidental to the change of system and pressure, including compensation for any loss or damage incurred in consequence of the alteration." The claimant contended that he was entitled to be paid a sum which would put him in a position in which he could carry on his business of charging batteries as before. The Corporation submitted that all they were liable to pay was the cost of altering the consumer's apparatus, and if, as here, the apparatus was one which could not be altered they were not obliged to pay anything, except perhaps the scrap value of the apparatus rendered useless.

GODDARD, J., said that he read the consent as meaning that the corporation must put the consumer into the position of having the same facilities for carrying on his business with the new alternating current as he had with the old direct current, and must also pay him compensation for any loss or damage which he could prove to have resulted to him from the carrying out of the change. There would, therefore, be judgment for the claimant (in this case for £41 17s. 4d.) and costs.

COUNSEL: *J. H. Thorpe*, for the corporation; *C. B. Guthrie*, for the claimant.

SOLICITORS: *The Town Clerk*, Chester; *Turner & Co.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

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INCORPORATED ACCOUNTANTS' EXAMINATIONS.

The next examination of candidates for admission to the Society of Incorporated Accountants and Auditors will be held on 1st, 2nd, 3rd and 4th May, in London, Manchester, Cardiff, Leeds, Glasgow, Dublin, Belfast, Cape Town, Johannesburg, and Durban.

Women are eligible under the Society's regulations to qualify as incorporated accountants upon the same terms and conditions as are applicable to men. Particulars and forms are obtainable at the office of the Society, Incorporated Accountants' Hall, Victoria Embankment, London, W.C.2.

Parliamentary News.

Progress of Bills.

House of Lords.

Austrian Loan Guarantee Bill.
Read Third Time. [8th March.

Barking Corporation Bill.
Read Second Time. [8th March.

Children and Young Persons Bill.
Read First Time. [14th March.

Church of Scotland (Property and Endowments) Amendment Bill.
Read Second Time. [14th March.

Indian Pay (Temporary Abatements) Bill.
Read First Time. [8th March.

London Passenger Transport Bill.
In Committee. [15th March.

Ministry of Health Provisional Order (Buckingham and Oxford) Bill.
Read Third Time. [14th March.

Ministry of Health Provisional Order (Leek) Bill.
Read Third Time. [14th March.

Ministry of Health Provisional Order (Rugby Joint Hospital District) Bill.
Read Third Time. [14th March.

Ministry of Health Provisional Order (Taunton and District Joint Hospital District) Bill.
Read Third Time. [14th March.

Oxford Corporation Bill.
Read Second Time. [8th March.

Pharmacy and Poisons Bill.
In Committee. [14th March.

Preston Corporation Bill.
Read First Time. [14th March.

Visiting Forces (British Commonwealth) Bill.
Commons' Amendments agreed to. [14th March.

House of Commons.

Foreign Judgments (Reciprocal Enforcement) Bill.
Read First Time. [10th March.

Local Government (General Exchequer Contributions) Bill.
Reported without Amendment. [14th March.

Mersey Tunnel Bill.
Reported, with Amendments. [15th March.

Ministry of Health Provisional Order (Sheffield) Bill.
Read Second Time. [15th March.

Ministry of Health Provisional Order (Torquay) Bill.
Read Second Time. [15th March.

Municipal Corporations Audit Bill.
Read Second Time. [10th March.

Preston Corporation Bill.
Read Third Time. [10th March.

St. Helens Corporation Bill.
Read Second Time. [9th March.

Visiting Forces (British Commonwealth) Bill.
Read Third Time. [9th March.

York Corporation Transport Bill.
Read Second Time. [10th March.

Questions to Ministers.

BUSINESS OF COURTS COMMITTEE (RECOMMENDATIONS).

Mr. LLEWELLYN-JONES asked the Attorney-General whether it is the intention of the Government to introduce legislation at an early date to give effect to the recommendations contained in the interim Report of the Business of Courts Committee presented by the Lord High Chancellor to Parliament, or whether it is proposed to delay the introduction of legislation until the final report is presented.

Mr. TEMPLE MORRIS asked the Attorney-General (1) whether he can make a statement to the House as to when His Majesty's Government will introduce legislation to deal with the recommendations of the recent Report of the Lord Chancellor's Committee on Law Reform; (2) whether, in view of the need for economy, legislation will be introduced at the earliest possible moment to abolish the grand jury system, in view of the recommendation of the Lord Chancellor's Committee on Law Reform.

THE ATTORNEY-GENERAL (Sir Thomas Inskip): The introduction of such legislation as may be necessary to give effect to the recommendations contained in the interim report is now under consideration. It is proposed to take immediate action to bring into operation such of the recommendations of the Committee as do not require legislation. [15th March.

The Law Society.

POOR PERSONS PROCEDURE.

REPORT FOR THE PERIOD 1ST JANUARY, 1932, TO 31ST DECEMBER, 1932.

The system under which the High Court Poor Persons Procedure was delegated to The Law Society and the Provincial Law Societies was initiated early in the year 1926. The year 1932, therefore, was the seventh completed year of the work, and the report now presented is the seventh report of the series.

It was possible from a very early stage of this great professional undertaking to encourage the hope of its ultimate complete and unqualified success. Each succeeding report has increased this hope, and the conduct of the work in the past year leaves no room for doubt that the profession as a whole has realised its opportunity of rendering valuable legal aid to those who would have been unable otherwise to obtain it and has earned the gratitude of many deserving people.

It has been the custom in each of the annual reports to print as an appendix the reports in alphabetical order of each of the individual committees, and the same procedure is adopted on the present occasion.

So far as London is concerned, it is of special interest to observe from the report of the London Committee (to be found in its correct alphabetical order in the appendix) that although at first the view was expressed that when the aftermath of the war congestion had been overcome applications would tend to decrease, this forecast has been consistently falsified. The applications in London have increased regularly and the past year has been no exception. It has become, therefore, a matter of great importance that care should be taken to check all applications so as to make sure, not merely that they are deserving, but that they have not previously been considered. The London Committee work on a card index, which is kept up to date and is consulted constantly. The necessity for such an index is apparent when it is remembered that in London there are now no fewer than 53,000 files, and that at the present time, in addition to greatly increased correspondence, interviews have been arranged in advance with between eighty and 100 applicants.

The London Committee, under the able secretaryship of Mr. Hassard-Short, whose ready and valued assistance is once again acknowledged not only by his own but also by several of the Provincial Committees, has not allowed its work to fall into arrear, and this in spite of the increase referred to. The London Committee is divided into nine sections, one of which has met once in every week in the year.

The only matter of regret, indeed, the only blemish on the entire scheme, is that in London, although there is a sufficient number of solicitors actually to do the conducting work, only about 711 out of a total of 5,312 London solicitors have sent in their names. This means that those who have volunteered have to be called upon more frequently than in fairness they should be. It is hoped that every London solicitor not assisting will consider sympathetically the possibility of doing so.

With regard to the provincial reports, the most interesting feature is that practically without exception satisfactory progress is recorded. The expressions "satisfactory" or "very satisfactory" recur over and over again, and they are applied not merely to the assistance rendered by the committees and the conducting solicitors, but also to the progress of the cases and their result. With regard to the numbers of the applications, it appears that in twenty-two areas there was an increase, in twelve a decrease, and in fifty-one there was no change.

Last year's report recorded the establishment of eighty-nine Provincial Committees. These appear adequately to cover the entire area of England and Wales, and it has not been found necessary during the year under review to constitute any additional committee. It is observed, however, with satisfaction that whereas last year some of the committees were in arrear with their work, on this occasion apparently almost every committee is abreast of it.

Several of the reports indicate once again that the committees are not limiting themselves strictly to cases within the rules, but are giving advice and, if need be, assistance in deserving cases either in the county court or in the police court, it being recognised, as one secretary puts it, that the success of the scheme depends upon the desire to interpret and administer it not so much according to the letter as to the spirit of the rules.

Several committees urge once again the desirability of conferring divorce jurisdiction upon county courts, pointing out that if such jurisdiction were granted the number of applications would be materially reduced, as many applicants unable to afford High Court costs could easily afford to proceed in the county court. There would be the advantage also that travelling expenses consequent upon attendance in London, or at assizes, would be avoided.

The Council have urged repeatedly that jurisdiction should be conferred upon county courts. This, however, has not been conceded by the authorities, it is believed on two grounds, namely, (*a*) the fear that with so large a number of judges discretion might be exercised inconsistently, and (*b*) the consequent large increase of cases in the county courts would result in serious delay and congestion of business in those courts.

It is hoped that sooner or later these objections may be overcome, as there can be no doubt, if jurisdiction were conferred upon county courts, at all events in that great majority of cases in which no question as to discretion arises, the public would benefit and the duties of conducting solicitors be rendered less arduous.

It will be observed that in some centres the committees have received valuable help from local charitable organisations.

It should be mentioned specially, although it is referred to only occasionally in the individual reports, that the activities of ambulance chasing "runners" employed by so-called legal aid societies have been curbed to some extent by the existence of the Poor Persons Committees. Hospital authorities in the past have found difficulty in protecting their patients from the uncalled-for attentions of the individuals referred to. A year or more ago, however, a scheme was initiated at one of the larger provincial hospitals, as a result of which patients have been persuaded to refuse interviews with unauthorised persons, and have been assisted either to get into touch with the local Poor Persons Committee, or to instruct their own solicitors, or practitioners whose names have been included in a list prepared by the local Law Society. This scheme has been adopted since in one or two additional centres, and more recently a similar scheme has been formulated under the auspices of the Central Bureau of Hospital Information, the general adoption of which would have far-reaching effects in the desired direction.

The same remarkable consistency of success in the causes tried, which was recorded in previous reports, is indicated by the reports for 1932, and this is duly emphasised by the fact that in one of the many satisfactory reports in this connection it is mentioned that the only applicant who had *not* succeeded was one *to whose opponent a certificate had been granted by the same committee.*

In previous reports references have been made to the fact that through the generosity of the Newspaper Proprietors Association and the Newspaper Society it is possible in some cases to insert advertisements in newspapers in poor persons cases at specially reduced rates. It will be observed from one of the appended reports that in one case during the past year such an advertisement was inserted free of charge. Others may consider the possibility of making a similar concession.

As a result of pressure from The Law Society and the Provincial Law Societies it is possible now to issue process from a certain number of district registries and set down cases at some of the assize towns. It is hoped, in view of the great value of these facilities, and the apparently complete absence of difficulty attending them, it may be possible at no distant date to extend them to every district registry and assize town. This suggestion, it will be observed, is urged by one or more of the Provincial Committees.

Reference is made in one of the provincial reports to the change which has been made in the regulations under which the police supply to the public reports with regard to street accidents. Until recently it was possible, at all events in some centres (and included in these was the wide London area), to obtain from the police copies of statements made at the moment of the accident to the police by persons who witnessed it. The new regulations render this impossible, and the result has been that the committees have been deprived of material of the utmost value in considering whether there is a *primâ facie* case. The Council realise that the police are justified in withholding information until it has been decided there is to be no prosecution. They feel, however, that in deciding to change the practice the authorities have given barely sufficient consideration to the value to those who have sustained accidents or against whom claims have been made and their legal advisers of the material which is now being withheld. Representations to this effect have been made to the Home Office.

It is still not generally realised, even after seven years, that the assistance to poor persons is rendered by the legal profession under the scheme gratuitously. The grant made annually by the Treasury is used exclusively to pay for clerical assistance for the committees (mainly for the London Committee, who are assisted by the Law Courts staff which formerly did the work for the government) and for rent of their offices and their incidental expenses. All that the

poor person applicant is asked for, as a condition precedent to the allocation to him of a solicitor and counsel to conduct his case, is a small sum to meet actual out-of-pocket disbursements. This sum on the average does not exceed £5, and not infrequently a considerable portion of it is returned to the applicant on the completion of the proceedings.

It remains only once again to express to the chairmen and members of the various committees, and their hard-working honorary secretaries (each of whose names appears in the reports) the sincere thanks of those mainly responsible for the organisation as a whole for their ungrudging and loyal support, without which this great undertaking could never have been instituted, still less have continued and prospered as it has done.

Similar thanks are due to the large body of solicitors in London and in the provinces who have undertaken the conduct of the cases. Those readers of this report who can spare time to read the individual reports in the appendix will find throughout expressions of gratitude by the secretaries. In many areas it would seem that *every* solicitor is willing to take his share of the work, and thus we find one secretary mentioning that he has never had a refusal from a solicitor; another that he has never had to ask any solicitor to take more than one case at a time; another that "All solicitors are on the rota, so that each has not had too much to do"; another refers to "the friendly co-operation between solicitors" and to the scheme as being "every year a greater success," and he expresses his "thanks to counsel and solicitors for their generous and efficient assistance." Yet another secretary states that he has had "no difficulty, as every solicitor has kept his promise to conduct case by case in rotation." The same secretary records the fact that his chairman has remained on the committee although he has retired from practice. Another secretary states, "The work is so far successful and satisfactory that the procedure seems to have come to stay"; and yet another, in expressing his thanks to his professional brethren for "the ready way they accept all work sent to them," adds "The applicants generally little know how much they owe to the unselfish efforts of the conducting solicitors."

These expressions are indeed worth recording and must afford the greatest possible gratification to the entire profession.

1. Progress of the Work.

There are now eighty-nine Provincial Committees.

Help has been given by the Scottish Law Agents Society and various legal aid societies in the United States of America, and societies and individuals in the dominions and in the colonies, and in foreign countries. The Automobile Association, the Surveyors Institute, members of the medical profession, probation officers and police court missionaries have also given gratuitous assistance.

2. Applications.

(a) *London.*

Again there is an increase in the number of applications received and granted. The particulars are as follows:—

Year.	Applications received.	Applications granted.
1927 ..	1,540	769
1928 ..	1,784	742
1929 ..	1,921	864
1930 ..	1,974	889
1931 ..	2,275	1,037
1932 ..	2,372	1,048

At the commencement of the year 1932 there were pending in London 178 applications, which added to the applications received during the year make a total of 2,550 applications as against 2,421 for 1931. Of these applications 1,048 were granted, 793 refused, and 429 were otherwise disposed of, leaving 228 remaining to be dealt with at the end of the year.

Approximately 65 per cent. of the London applications relate to matrimonial cases, as against 66 per cent. for the year 1931; 149, or 10 per cent., of the applicant petitioners in matrimonial cases admitted that they had committed adultery themselves; 58 of these were granted, 41 refused, 37 abandoned, and 13 remain to be dealt with.

(b) *Provincial.*

The complete provincial figures for 1932 are not yet available.

The returns received to date show an increase in the number of applications.

The figures for 1929, 1930 and 1931 are as follows:—

Year.	1929.	1930.	1931.
Pending at commencement of year	751	688	733
Received during the year ..	2,896	3,114	3,331
Granted	1,451	1,569	1,779
Refused	882	916	846
Otherwise dealt with	626	584	709
Pending at the end of the year ..	688	733	730

The above figures show that the work of the Provincial Committees is still increasing.

(c) *London and Provincial.*

Five thousand five hundred and fifty-seven applications were disposed of in London and the provinces in the year 1931, as against 5,013 in the year 1930.

3. Proceedings.

In 1931 there was an increase in the total number of poor persons cases of 154, or about 9 per cent. Matrimonial causes formed nearly 93 per cent. of the total, increasing by 137 to 1,705. Suits filed at District Registries increased by eighty-nine to 919. Poor persons were again successful in 96 per cent. of the cases.

At the beginning of 1931 there were 1,196 cases awaiting trial, and during that year 1,893 actions or matters were entered in London and the provinces. During 1931 1,777 actions or matters were dealt with, of which 1,530 were successful, sixty-one unsuccessful, and 186 were abandoned or struck out, leaving 1,310 pending at the beginning of the year 1932. The figures for 1932 are not yet available.

4. Meetings of the Committees.

The London Committee consists of fifty-four members.

The divisions of the committee in London have sat in rotation once a week throughout the year and have dealt with 3,154 matters, as against 3,051 in 1931.

The eighty-nine Provincial Committees have met regularly and dealt with the cases as they have arisen.

The cases dealt with by the London Committee include 109 from outside the London area.

5. Miscellaneous.

During the year poor person litigants in London alone have recovered either by judgment or by way of settlement of their actions a sum totalling about £17,000.

6. Finance.

The last report stated that the estimated expenditure for administration expenses for the year 1931–32 would be £6,261 16s. 4d. The actual expenditure was £6,093 19s. 3d., to which has to be added the overdrawn balance shown on the 31st March, 1931, of £376 14s. 10d., making a total of £6,470 14s. 1d., and the income £6,089 3s. 8d., made up of deposit interest £89 3s. 8d. and the Treasury grant of £6,000, leaving a balance overdrawn carried forward to 1932–33 of £381 10s. 5d. The Treasury grant of £6,500 for the year ending 31st March, 1933, added to certain deposit interest, will give an income of £6,557 for that year.

It is estimated that the administration expenses for the year ending 31st March, 1933, for London and the Provinces will amount to £6,123 4s. 4d., in addition to the debit balance of £381 10s. 5d. for the years ending 31st March, 1931, and 1932, making a total of £6,504 14s. 9d. This leaves an estimated balance for the year ending 31st March, 1933, of £52 5s. 3d.

With regard to the year ending 31st March, 1934, the Treasury have made a grant of £6,000, to which has to be added deposit interest estimated at £50 19s. 1d. The expenditure for that year is estimated at £6,123 4s. 4d.

This will leave an estimated deficit on the 31st March, 1934, of £20. The Treasury have been informed accordingly.

Law Society's Hall,
Chancery Lane, W.C.2.
March, 1932.

The appendix to the report is occupied by the reports of the committees of the various Provincial Law Societies, setting forth the good work done throughout the country during the past year.

Societies.

Institute of Medical Psychology.

The Law and the Offender.

Mr. Claud Mullins delivered a lecture to this Institute on 2nd March as one of a series on "The Modern Approach to the Criminal." His aim was, he said, to show in what respects the present criminal law and procedure were psychologically sound; what changes had been made during the lives of those present; and what further changes might be hoped for in the future. It was, he said, a favourite doctrine of the modern psychologists that every court should have a psychologist attached to it, and that every offender should be examined. Dr. Hamblin Smith had suggested that such examination should be made before trial, on the ground that examinations

made just after conviction were apt to be most misleading Mr. Mullins declared, however, that it would be outrageous to force a man to be examined or psycho-analysed before he had been convicted. The prosecutor might have mistaken his identity or have imagined the whole story. The Departmental Committee on Persistent Offenders, which had reported in 1932, had said that it was neither necessary nor practicable to examine the mental condition of all accused adults. Mr. Mullins said that the prison authorities should, however, have the right to report on any case and even to make suggestions for the handling of the offender. The independence of the Bench would not be affected, and there was at present a far too prevalent idea that the Bench was omniscient.

English procedure, he continued, was exceptional in allowing a magistrate or judge full discretion to remit punishment; English law knew of no minimum sentence. The probation system was remarkable, if still very imperfect. Under the Act of 1907 the court might dismiss the charge or bind the offender over; it might order him to live in a certain place or to abstain from alcohol. He was usually put under a probation officer, who, in London, was the court missionary, and received two-thirds of his salary from the Government and one-third from a voluntary body. The system could be applied to any charge by any criminal court. Although there had been no reduction in the volume of crime, the total receptions in prison had fallen from 540 per 100,000 in 1908-9 to 93. During 1930 the total number of sentences to prison for indictable crimes was less than one-third of the total convictions.

Some Home Truths for Psychologists.

This system, submitted Mr. Mullins, did not deserve the wholesale condemnation of those who were interested in the psychological study of delinquency. He did not dispute that prison very often failed to reform offenders, but the present system showed many hopeful signs. Between 60 and 70 per cent. of the ex-inmates of Borstal institutions had not been re-convicted within three years, and of the remainder a substantial proportion did not become habitual offenders. By the standards of many modern psychologists, the whole system failed hopelessly, for it did not attempt to deal with all offenders as patients, and it assumed that people had free-will. Some psychologists held that, given timely and proper treatment, the conditions responsible for anti-social conduct might be removed, and claimed that as their work proceeded the prisons would empty. Quite frankly, said Mr. Mullins, he considered this view to be nonsense. Many obvious failures, who would be better dead, were still being born. The place to study anti-social conduct was not the prison, where only the bad cases went, but the police court, where the offender was seen against the background of his offence and those whom he had offended—where there were innocent and guilty, slight offenders and grave offenders. Psychology could certainly help in the handling of some types of cases, such as attempted suicide, sexual offences, unexplained larceny or wilful damage, but nobody now alive was going to see the prisons empty. The Inebriates Act, 1898, was an important instance in which treatment had been tried and failed, for it had been abandoned in 1921.

In the past, terrible wrongs had been inflicted under the influence of the doctrine that punishment was necessary as a deterrent. That did not mean that it should not be used as a deterrent at all. A vigilant police force and a background of severity in the courts would remain essential till human nature changed. Three-quarters of the probationers kept out of crime during their period; the remaining quarter did not. Psychologists might say that this quarter should be treated as sick persons, and the determinist might say that they had been bound to act as they did. Nevertheless, the practical man knew that a large proportion of the three-quarters would follow suit if the errant quarter were not punished. As a result of reading and discussion of psychology, Mr. Mullins said he had come to the conclusion that psychology was better at diagnosis than at cure, and that cure through psychology depended on the will to be cured. In vast numbers of cases there was neither regret for the offence nor will to be cured. Crooks were not all people like ourselves who had gone wrong: some were so lazy and feeble that they liked prison, and others were so bored by present-day life that they liked crime. The remedy of curing crime by finding congenial work for the offender introduced the danger that many unemployed would commit crime in order to obtain work.

In conclusion, Mr. Mullins advocated as necessary reforms the appointment of judges and magistrates who had studied criminal psychology; a better and less lenient probation system; an enquiry into the wisdom of making certain classes of acts, such as abortion and homo-sexuality, criminal at all; the empowering of prison authorities to make recommendations as to sentence, and the appointment of a medical psychologist to every prison.

University of London Law Society.

Parliamentary Night (Mr. J. C. Hales, the President, in the chair) was held by the members of the University of London Law Society on Tuesday, 28th February, when Mr. Hobley, barrister-at-law, Liberal Premier, moved: "That the House of Lords should be abolished." Mr. Chari, Mr. Rose and Mr. Goodman, as leaders of the parties in opposition, argued against the motion. Mr. Bhattacharya, Mr. Wood, Mr. Dakin and Mr. Betuel also spoke. The motion was lost by thirty to ten votes.

Law Association.

The usual monthly meeting of the Directors was held at The Law Society's Hall, on Thursday, the 2nd March, Mr. G. D. Hugh-Jones in the chair. The other Directors present were Mr. E. B. V. Christian, Mr. Guy H. Cholmeley, Mr. Arthur E. Clarke, Mr. C. D. Medley, Mr. C. F. Pridham, Mr. Frank S. Pritchard, Mr. J. E. W. Rider, Mr. John Venning, Mr. Wm. Winterbotham, and Mr. W. M. Woodhouse. A sum of £285 was voted in relief of deserving applicants; Mr. Arthur E. Clarke was elected a Director in place of the late Mr. J. D. Arthur; five new members were elected, and other general business transacted.

Johnson Society of London.

DR. JOHNSON AND THE OLD BAILEY.

Mr. Theobald Mathew read a paper to this Society with the above title on 3rd March. In the time of Johnson, he said, the Old Bailey had been a most unsavoury place: its atmosphere had been so close and the stench so great that before the sitting of the court hot irons had been plunged into buckets of herbs, and bunches of rue had been provided for all officials in an attempt to protect them against the gaol fever which had carried off in one epidemic a Lord Mayor, an alderman, several learned counsel and two judges. No European country had had such a savage code: prisoners were hanged for stealing from the person or premises and even for cutting down trees. Kindly Christian as he was, Dr. Johnson's Toryism had hardened his heart and he had had no criticisms to offer upon the barbarities of his day. He had opposed even the mild reform which had done away with the solemn procession of the condemned criminal to Tyburn. "Sir," he had said to Sir William Scott, "executions are intended to draw spectators. If they do not draw spectators, they do not answer their purpose. The old method was most satisfactory to all parties; the publick was gratified by a procession; the criminal was supported by it." Mr. Mathew imagined the words Johnson would have used at the mawkish doings of to-day and the condemnation he would have meted out to the Probation of Offenders Act: "Adam, Sir, was a first offender, and yet he was severely punished. Had his offence been overlooked he would have gone from bad to worse. Those who framed this statute had not the Scriptures in mind."

Dr. Johnson had come twice into close contact with the Old Bailey: once at the trial of Baretti, who had been acquitted, and again at the trial of Dr. Dodd, who had been hanged. Baretti had been an Italian man of letters and a great friend of Johnson's for many years; he had been devoted to his books and very short-sighted; no more harmless and worthy person could have been found in London. While walking along Haymarket to his club he had been accosted and struck by a harlot and then set upon by a crowd, who had taken him for a Frenchman. He had drawn a little knife which he had carried to "carve fruit and sweetmeats"; whether he had actually stabbed anyone with it was not clear. He had called as witnesses to character a constellation of genius such as, in the words of Boswell, "had never enlightened the awful session house": the stars had included Sir Joshua Reynolds, Mr. Topham Beauclerk, Mr. Edmund Burke, Mr. Garrick, Dr. Oliver Goldsmith and Dr. Johnson, and they had all represented the accused as a man of benevolence and sobriety, modest and learned. Baretti had been acquitted, but Dr. Johnson had been prepared for the worst, and had boasted to Boswell that "If Baretti should be hanged, not one of his friends will eat a slice of plum pudding the less."

Eight years later Johnson had bestirred himself for the Reverend William Dodd, a brilliant preacher, writer and gallant, who in his financial difficulties had been indiscreet enough to forge the name of Lord Chesterfield to a bond. Although the money had been repaid on a promise of indemnity the solicitor to the house who had cashed the bond had continued with the proceedings and Dodd had been found guilty. Sentence had been postponed, as a point had been

reserved. Dr. Johnson had composed for Dodd an eloquent address to the Recorder in answer to the question why judgment of death should not be passed on him. The Recorder had passed sentence of death in a few equally well chosen words and, to quote the *Gentleman's Magazine*, "The miserable divine then retired." Johnson had written letters to the Lord Chancellor and the Lord Chief Justice and petitions to the King and to the Queen, but Lord Mansfield, C.J., had refused to reprieve Dodd. The Society for the Recovery of Persons apparently Drowned, of which Dodd had been the founder, had been mobilised to attempt his resuscitation after the execution, but the body had been left hanging for so long that rescue had been impossible. Dr. Johnson, once all was over, had been philosophic. If he would not have mourned for Baretti, his close friend, it was not to be expected that he should suffer much grief at the death of Dodd, whom he had met only once. When asked by a lady to suggest a motto for a prized miniature of Dodd, he had "been able to think of no better than '*Currat Lex.*'" "I was very willing," he had said, "to have him pardoned, but when he was once hanged I did not wish he should be made a saint."

Solicitors' Benevolent Association.

The monthly meeting of the Directors was held at The Law Society, Chancery-lane, on the 8th March. Mr. E. R. Cook, C.B.E., in the chair. The other Directors present were: Sir Norman Hill, Bart., Sir E. F. Knapp-Fisher, Sir R. W. Poole, and Messrs. C. E. Barry (Bristol), E. E. Bird, P. D. Botterell, C.B.E., N. T. Crombie (York), T. S. Curtis, E. F. Dent, A. G. Gibson, G. Keith, E. B. Knight, C. W. Lee, C. G. May, R. C. Nesbitt, P. J. Skelton (Manchester), and H. White (Winchester). £940 was distributed in grants of relief; fifty-five new members were admitted, and other general business transacted.

The Medico-Legal Society.

An ordinary meeting of the Society will be held at 11, Chandos-street, Cavendish-square, W.1, on Thursday, the 23rd March, at 8.30 p.m., when there will be a pathological exhibition of specimens, and the following have promised to demonstrate specimens: Sir Bernard Spilsbury, Dr. W. S. O'Donovan, M.P., M.D., Dr. Arthur Davies, Dr. John Taylor, Dr. Gledhill, and W. G. Barnard, Esq., M.R.C.P., M.R.C.S. Members may introduce guests to the meeting upon production of the member's private card.

Solicitors' Managing Clerks' Association.

A meeting will be held in the Middle Temple Hall (by kind permission of the Benchers), on Friday, 24th March, when Mr. G. Granville Sharp will deliver a lecture entitled "A Railway Ticket." The chair will be taken at 7 o'clock precisely by the Hon. Mr. Justice du Parcq. Meeting ends at 8 p.m.

The Hardwicke Society.

An ordinary meeting of the Society was held in the Middle Temple Common Room on Friday, 10th March. In the absence of the President, the Vice-President took the chair at 8.20 p.m. In public business Miss W. McConnell moved "That State education has over-stepped the limits of usefulness." Miss M. C. Davies opposed. There spoke to the motion: Mr. Menzies, Mr. Newman Hall (Hon. Treasurer), Miss Sissmore, Mr. Petrie, Mr. Mayers, Mr. Bell, Mr. Wynn Thomas, Mr. Amphlett, Mr. Parker, Mr. Stogdon, Prince Lieven, Mr. G. Stewart, Mr. Stride (Hon. Secretary), Mr. Barman, and the hon. proposer in reply. On a division the motion was lost by one vote.

Rules and Orders.

THE TITHE RENTCHARGE RECOVERY RULES, 1933.
DATED FEBRUARY 24, 1933.

1. These Rules may be cited as the Tithe Rentcharge Recovery Rules, 1933, and shall come into operation on the 1st day of May, 1933, and shall be read and construed with the Tithe Rentcharge Recovery Rules, 1891.*

A Rule referred to by number in these Rules means the Rule so numbered in the Tithe Rentcharge Recovery Rules, 1891, and a Form referred to by number in these Rules means the Form so numbered in the Appendix to the Tithe Rentcharge Recovery Rules, 1891.

The Tithe Rentcharge Recovery Rules, 1891, as amended,† shall have effect as further amended by these Rules.

2. In Rule 4 the word "fourteen" shall be substituted for the word "ten."

3. In Rule 5 the word "seven" shall be substituted for the word "five."

4. The following Rule shall be inserted after Rule 14 and shall stand as Rule 14A:—

"14A. *Copy Order to Respondent.*]—A copy of any order made upon any such application shall be sent by the registrar to the respondent within 24 hours of the making thereof."

5. In Forms 1 and 2 the following note shall be inserted at the foot of the Notice, between the words "the sum due]" and "Schedule of Lands":—

"NOTE.—If notice of opposition is not given or (whether or not notice is given) the respondent does not appear on the day appointed for the hearing, the Court may make an Order and the Order may be enforced without further notice."

6. In Form 2 the following marginal note shall be omitted:—

"(5) If these words are struck out or no name inserted an officer of the court will be appointed receiver."

7. In Form 4‡—

(i) the word "seven" shall be substituted for the word "five," and

(ii) in the note at the foot of the form the following words shall be inserted after the expression "in your absence":—

", and the order may be enforced without further notice."

Dated the 24th day of February, 1933.

Sankey, C.

† *See* S.R. & O. 1926 (No. 440) p. 1309, 1927 (No. 391) p. 309, and 1929 (No. 109) p. 388.

‡ *See* S.R. & O. 1926 (No. 440) p. 1310 (Rule 6).

THE WORKMEN'S COMPENSATION RULES (No. 1), 1933.
DATED MARCH 3, 1933.

1. In these Rules "the principal Rules" means the Workmen's Compensation Rules, 1926, as amended.(*)

2. In the Appendix to the principal Rules the following form shall be inserted after Form No. 24A and shall stand as Form No. 24B:—

"FORM 24B.

Award under Section 1 of the Workmen's Compensation Act, 1931.

[*Heading as in Request for Arbitration.*]

In the Matter of the Workmen's Compensation Acts, 1925 to 1931.

Having duly considered the matter submitted to me I do hereby make my award as follows:—

Whereas on the day of 19 personal injury was caused to the applicant A.B. by accident arising out of and in the course of his employment as a workman employed by the respondents C.D. & Co. Limited.

And whereas it appears to me that having regard to all the circumstances it is probable that the said A.B. would but for the continuing effects of the injury be able to obtain work in the same grade in the same class of employment as before the accident [*or*, that the failure of the said A.B. to obtain employment is a consequence wholly or mainly of the injury.]

(1) I order that the incapacity of the said A.B. shall be treated as total incapacity resulting from the injury for the period 19 to 19 , subject to the condition [*or* conditions] that such order shall cease to be in force if the said A.B. receives unemployment benefit and to no other condition [*or*, and (*state other condition or conditions imposed*).]

(2) And I order that the said C.D. & Co. do pay to the said A.B. the weekly sum of as compensation for the personal injury aforesaid, such weekly payment to commence as from the day of and to continue during the total or partial incapacity of the said A.B. for work, or until the same shall be ended, diminished, increased or redeemed in accordance with the provisions of the above-mentioned Acts, subject nevertheless to the condition [*or* conditions] set out in paragraph 1 of this award.

(3) And I order that the said C.D. & Co. do forthwith pay to the said A.B. the sum of £ being the amount of such weekly payments calculated from the day of until the day of [*first Saturday or other usual pay day after date of award*] and

* S.R. & O. Rev. 1904 III, County Court, E., p. 578.

* S.R. & O. 1926 (No. 448) p. 829; amended by S.R. & O. 1927 (Nos. 392 and 393) pp. 747-8; 1929 (Nos. 9 and 267) p. 865; 1930 (Nos. 385 and 1002) pp. 1011-21; 1931 (Nos. 411 and 1053) pp. 752-3 and 1932 (No. 910) p. 900.

do thereafter pay the said sum of to the said A.B. on Saturday [*or other usual pay day*] in every week.

(4) And I order that the said C.D. & Co. do pay to the registrar of this Court, for the use of the said A.B. his costs of and incidental to this arbitration, such costs, in default of agreement between the parties as to the amount thereof, to be taxed by the registrar under column of the scales of costs in use in the County Courts, and to be paid by the said C.D. & Co. to the registrar within 14 days from the date of the certificate of the result of such taxation.

Dated this day of .

Judge [*or* Arbitrator.]"

3. In the margin of Rule 30 of the principal Rules for the expression "Form 24" there shall be substituted the expression "Forms 24, 24A, 24B."

4. These Rules may be cited as the Workmen's Compensation Rules (No. 1), 1933, and the Workmen's Compensation Rules, 1926, as amended, shall have effect as further amended by these Rules.

We hereby submit these Rules to the Lord Chancellor.

S. A. Hill Kelly. *Ivor Bowen.*
T. Mordaunt Snagge. *C. E. Dyer.*
Barnard Lailey.

I allow these Rules which shall come into force on the 1st day of April, 1933.

Dated the 3rd day of March, 1933.

Sankey, C.

Legal Notes and News.

Honours and Appointments.

The King has been pleased to approve a recommendation of the Home Secretary that Mr. CHARLES PALEY SCOTT, K.C., be appointed Recorder of Kingston-upon-Hull, to succeed the late Mr. C. F. Lowenthal, K.C.

The King has been pleased to approve a recommendation of the Home Secretary that Mr. WILLIAM STEWART be appointed Recorder of Doncaster, to succeed Mr. Charles Paley Scott, K.C., who has been appointed Recorder of Kingston-upon-Hull. Mr. Stewart was called to the Bar by the Middle Temple in 1908.

The King has been pleased to approve the appointment of The Right Hon. Sir LANCELOT SANDERSON, K.C., to be a Commissioner of Assize to go the Northern Circuit (Manchester).

The Secretary of State for Scotland has appointed Mr. GEORGE SHAW STORM, solicitor, to be Clerk of the Peace for the County of Nairn in place of the late Mr. Hugh G. Strachan.

Mr. ARCHIBALD R. BOULT, solicitor, of Little Britain, E.C., has been elected a member of the Corporation of London for Aldersgate Ward, in succession to the late Mr. H. G. Sommerfield. Mr. Boult was admitted a solicitor in 1899.

Professional Announcements.

(2s. per line.)

THE SOLICITORS' MORTGAGE SOCIETY, LTD. (formed by Solicitors for Solicitors), invites particulars of FUNDS or SECURITIES. Apply, The Secretary, 20, Buckingham-street, Strand, W.C.2. Telephone No. Temple Bar 1777.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.	EMERGENCY ROTA.	APPEAL COURT No. 1.	GROUP I. MR. JUSTICE EVE. Witness. Part II.	MR. JUSTICE MAUGHAM. Witness. Part I.
M'nd'y Mar. 20	Mr. More	Mr. Jones	Mr.*More	Mr.*Ritchie
Tuesday .. 21	Hicks Beach	Ritchie	Ritchie	*Andrews
Wednesday. 22	Andrews	Blaker	*Andrews	*More
Thursday . 23	Jones	More	More	*Ritchie
Friday 24	Ritchie	Hicks Beach	*Ritchie	Andrews
Saturday .. 25	Blaker	Andrews	Andrews	More

DATE.	GROUP I. MR. JUSTICE BENNETT. Non-Witness.	MR. JUSTICE CLAUSON. Witness. Part I.	GROUP II. MR. JUSTICE LUXMOORE. Non-Witness.	MR. JUSTICE FARWELL. Witness. Part II.
M'nd'y Mar. 20	Mr. Andrews	Mr.*Hicks Beach	Mr. Blaker	Mr. Jones
Tuesday .. 21	More	*Blaker	Jones	*Hicks Beach
Wednesday 22	Ritchie	*Jones	Hicks Beach	Blaker
Thursday . 23	Andrews	Hicks Beach	Blaker	*Jones
Friday 24	More	*Blaker	Jones	Hicks Beach
Saturday .. 25	Ritchie	Jones	Hicks Beach	Blaker

* The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement Thursday, 23rd March, 1933.

	Div. Months.	Middle Price 15 Mar. 1933.	Flat Interest Yield. £ s. d.	†Approximate Yield with redemption £ s. d.
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	108	3 14 1	3 10 0
Consols 2½%	JAJO	73xd	3 8 6	—
War Loan 3½% 1952 or after ..	JD	99¼	3 10 6	—
Funding 4% Loan 1960-90	MN	110¾	3 12 3	3 7 9
Victory 4% Loan (Available for Estate Duty at par) Av. life 29 years	MS	108	3 14 1	3 11 1
Conversion 5% Loan 1944-64 ..	MN	117½	4 5 1	3 2 0
Conversion 4½% Loan 1940-44 ..	JJ	110¾	4 1 3	2 17 8
Conversion 3½% Loan 1961 or after ..	AO	98¼	3 11 3	—
Conversion 3% Loan 1948-53 ..	MS	96⅞	3 1 11	3 4 4
Local Loans 3% Stock 1912 or after ..	JAJO	85½xd	3 10 2	—
Bank Stock	AO	335½	3 11 6	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	76	3 12 4	—
India 4½% 1950-55	MN	109½	4 2 2	3 14 8
India 3½% 1931 or after	JAJO	86xd	4 1 5	—
India 3% 1948 or after	JAJO	74xd	4 1 1	—
Sudan 4½% 1939-73	FA	111	4 1 1	2 10 0
Sudan 4% 1974 Red. in part after 1950	MN	108	3 14 1	3 8 0
Transvaal Government 3% Guaranteed 1923-53 Average life 12 years	MN	100	3 0 0	3 0 0
COLONIAL SECURITIES				
*Australia (Commonw'th) 5% 1945-75	JJ	106	4 14 4	4 7 0
*Canada 3½% 1930-50	JJ	100	3 10 0	3 10 0
*Cape of Good Hope 3½% 1929-49 ..	JJ	100	3 10 0	3 10 0
Natal 3% 1929-49	JJ	95	3 3 2	3 8 2
New South Wales 3½% 1930-50 ..	JJ	94	3 14 6	3 19 10
*New South Wales 5% 1945-65 ..	JD	106	4 14 4	4 7 9
New Zealand 4½% 1948-58	MS	107	4 4 1	3 17 6
*New Zealand 5% 1946	JJ	110	4 10 11	4 0 0
Nigeria 5% 1950-60	FA	112	4 9 3	4 0 2
*Queensland 4% 1940-50	AO	100xd	4 0 0	4 0 0
*South Africa 5% 1945-75	JJ	111	4 10 1	3 16 9
*South Australia 5% 1945-75 ..	JJ	106	4 14 4	4 7 0
*Tasmania 3½% 1920-40	JJ	99	3 10 8	3 13 4
Victoria 3½% 1929-49	AO	95xd	3 13 8	3 18 1
*W. Australia 4% 1942-62	JJ	100	4 0 0	4 0 0
CORPORATION STOCKS				
Birmingham 3% 1947 or after ..	JJ	85	3 10 7	—
Birmingham 4½% 1948-68	AO	112xd	4 0 4	3 10 2
*Cardiff 5% 1945-65	MS	110	4 10 11	3 18 9
Croydon 3% 1940-60	AO	92xd	3 5 3	3 9 3
*Hastings 5% 1947-67	AO	112½xd	4 8 11	3 16 8
Hull 3½% 1925-55	FA	98	3 11 5	3 12 8
Liverpool 3½% Redeemable by agreement with holders or by purchase ..	JAJO	97½xd	3 11 10	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	72	3 9 5	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	85	3 10 7	—
Manchester 3% 1941 or after ..	FA	85	3 10 7	—
Metropolitan Consd. 2½% 1920-49 ..	MJSD	91	2 14 11	3 4 7
Metropolitan Water Board 3% "A" 1963-2003	AO	87xd	3 9 0	3 10 0
Do. do. 3% "B" 1934-2003 ..	MS	88½	3 7 10	3 8 9
Do. do. 3% "E" 1953-73 ..	JJ	92	3 5 3	3 7 5
*Middlesex C.C. 3½% 1927-47 ..	FA	101	3 9 4	—
Do. do. 4½% 1950-70	MN	113	3 19 8	3 10 2
Nottingham 3% Irredeemable ..	MN	85	3 10 7	—
*Stockton 5% 1946-66	JJ	111½	4 9 8	3 17 2
ENGLISH RAILWAY PRIOR CHARGES				
Gt. Western Rly. 4% Debenture ..	JJ	101½	3 18 10	—
Gt. Western Rly. 5% Rent Charge ..	FA	114½	4 7 4	—
Gt. Western Rly. 5% Preference ..	MA	73½xd	6 16 0	—
‡L. & N.E. Rly. 4% Debenture ..	JJ	81½	4 18 2	—
‡L. & N.E. Rly. 4% 1st Guaranteed	FA	64½	6 4 0	—
London Electric 4% Debenture ..	JJ	103½	3 17 4	—
‡L. Mid. & Scot. Rly. 4% Debenture ..	JJ	90½	4 8 5	—
‡L. Mid. & Scot. Rly. 4% Guaranteed	MA	71½xd	5 11 11	—
Southern Rly. 4% Debenture ..	JJ	99½	4 0 5	—
Southern Rly. 5% Guaranteed ..	MA	105½xd	4 14 9	—
Southern Rly. 5% Preference ..	MA	79½xd	6 5 9	—

*Not available to Trustees over par.

†In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other stocks, as at the latest date.

‡These Stocks are no longer available for trustees, either as strict Trustee or Chancery Stocks, no dividend having been paid on the Companies' Ordinary Stocks for the past year.

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Particulars (when ready) from the Solicitors, Messrs. Symons & Gay, 67, South-street, Romford ; or from the Auctioneers, as above.

By Order of Executors.

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FREEHOLD GROUND RENTS.

Amount.	Secured upon.	Reversion.
£60 0 0	115, Lefevre-road, Bow, formerly the Gardeners Arms P.H. (rent paid by Cannon Brewery)	1964
£19 0 0	75 to 113 (odd), Lefevre-road ..	1964
£41 10 0	7 to 41 (odd), 30, 32, 42, 44 and 46, Appian-road, Bow	1964
£17 10 0	6 to 20 (even), Whitehall-street, Tottenham	1957
£7 10 0	7 to 13 (odd), Moselle-street, Tottenham	1957
£15 4 0	15 to 21 (odd), Moselle Street and 10, Love-lane	1953
£18 0 0	47, 63 and 65, Askew-crescent, Shepherd's Bush	1953
£11 0 0	47 to 53 (odd), Ormiston-road, Westcombe Park	1965
£14 14 0	34 to 46 (even), Tregenna-street, Brixton	1948
£10 0 0	40, 80 and 82, Wycliffe-road ; 190 and 192, Eversleigh-road, Battersea	1969
£4 19 0	111, 113, 115, 125 and 127, St. Leonards-road, Poplar	1939
£2 0 0	25, 27 and 29, Marsden-road, East Dulwich	1976
£1 10 0	54 and 56, East Dulwich-grove and 50 and 52, Derwent-grove, East Dulwich	1972
Peppercorns	6 and 8, Brownlow-road, 94, 96 and 98, Haggerston-road, and 9, Trafalgar-road, Dalston	1939
Peppercorns	10, 32 and 34, Pownall-road, Dalston	1945

Particulars of Messrs. Bolton, Jobson & Yate-Lee, Solicitors, 2, Temple-gardens, Temple, E.C.4, and 7, Gray's Inn-square, W.C.1, and of the Auctioneers, Stimson & Sons, 25, Ironmonger-lane, Cheapside, E.C.2, and 12, New Kent-road, Elephant and Castle, S.E.1.

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